SWIFTCOMPLY US OPCO INC.
MASTER SERVICES AGREEMENT

THIS SWIFTCOMPLY SERVICE AGREEMENT (THE *"**AGREEMENT**"*) IS MADE AND ENTERED INTO BY AND BETWEEN SWIFTCOMPLY US OPCO INC. (*"**SWIFTCOMPLY**"*), A DELAWARE CORPORATION WITH ITS PRINCIPAL OFFICES AT 6701 KOLL CENTER PKWY SUITE 250, PLEASANTON, CA 94566 AND THE CUSTOMER IDENTIFIED BELOW (**"CUSTOMER"**). THE "TERMS AND CONDITIONS" ATTACHED TO THIS COVER PAGE (THE **"TERMS"**) SET FORTH THE GENERAL TERMS AND CONDITIONS GOVERNING USE OF THE SUBSCRIPTION SERVICE (COLLECTIVELY, WITH THIS COVER PAGE AND ANY SERVICE ORDER FORMS AND SOWS, THE **"AGREEMENT"**). THE AGREEMENT IS EFFECTIVE WHEN THIS COVER PAGE IS EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES (THE **"EFFECTIVE DATE"**).

SwiftComply and Customer may hereinafter be referred to individually as a "**Party**" or collectively as the "P**arties**". The Parties have caused their duly authorized representatives to execute the Agreement (incorporating the Terms) as of the dates set forth below.

Customer:_____	**SwiftComply US OPCO Inc.**
By (Signature):_____	**By (Signature):** _____
Name (Printed):_____	**Name (Printed):**_____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

TERMS AND CONDITIONS

1. Definitions

1.1. ***"Account"*** means an access point for the SwiftComply Service that requires registration by the Customer.

1.2. ***"Customer Data"*** means any data provided to SwiftComply by or on behalf of Customer or any data entered or uploaded into the SwiftComply Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer. Customer Data specifically excludes SwiftComply Aggregated Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

1.3. ***"Customer State"*** means the state, commonwealth or territory in which the Customer is located.

1.4. ***"Customer Web Site"*** means any website owned and operated by Customer.

1.5. "***Delinquent Account***" means an Account for which payment has not been received by SwiftComply within the payment period specified in the applicable Service Order or this Agreement.

1.6. ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by SwiftComply for use with the SwiftComply Service, including any documentation available online or otherwise.

1.7. "***Downtime***" means any period during which the SwiftComply Service is not available to Customer, excluding (a) scheduled maintenance of which SwiftComply has given at least 24 hours' notice and (b) unavailability due to circumstances beyond SwiftComply's reasonable control.

1.8. ***"Sensitive Data"*** means any Customer Data that is considered sensitive or confidential under applicable law or internal Customer policies, including but not limited to Social Security numbers, personal financial information, protected health information under HIPAA, or any data classified as sensitive personal information under relevant data protection laws.

1.9. ***"Software"*** means the object code and/or other executable code which are material elements of the SwiftComply Modules and SwiftComply Service.

1.10. "***Subscription Term***" means the duration for which the Customer has subscribed to the SwiftComply Service as specified in the applicable Service Order, including any renewals thereof.

1.11. "***Support***" means the technical and customer service assistance provided by SwiftComply in accordance with its standard support policies or as specified in the applicable Service Order.

1.12. ***"SwiftComply Aggregated Data"*** is defined in Section 14.2.

1.13. ***"SwiftComply API"*** means an application programming interface that provides access to specified content and functionality within certain SwiftComply Modules.

1.14. ***"SwiftComply Modules"*** means collectively all of the web applications hosted by SwiftComply and available via the SwiftComply Service, including but not limited to: "*SwiftComply Backflow", "SwiftComply Reclaimed Water", "SwiftComply Pretreatment*", "*SwiftComply FOG"*, "*SwiftComply Stormwater"*, "*SwiftComply Forms*", and "*SwiftComply Multi-Modules."*

1.15. ***"SwiftComply Service"*** means the complete set of SwiftComply software and related materials including but not limited to the SwiftComply Modules, SwiftComply Aggregated Data, SwiftComply Websites, the Documentation and the Software.

1.16. ***"SwiftComply Web Site"*** means the websites owned and operated by SwiftComply and made available at the following URL: http://customer.swiftcomply.com, https://customer.c3swift.com/, and/or any successor site(s).

1.17. "***User***" means an individual authorized by Customer to access and use the SwiftComply Service under Customer's Account, subject to the limitations set forth in this Agreement.

2. Purchased Services

2.1. Provision of Purchased Services

*SwiftComply shall provide to the Customer the SwiftComply Service that is ordered by the Customer ("**Purchased Services**") on SwiftComply's invoice or quotation form (each a "**Service Order**") during a Subscription Term (as defined below), attached hereto as Appendix A.*

2.2. Subscription License

Unless otherwise stated in the applicable Service Order, the Purchased Services are purchased as a subscription license (the "**Subscription**") and non-transferrable to a third party.

3. SWIFTCOMPLY'S RESPONSIBILITIES

3.1. Provision of Service

So long as Customer has not breached this Agreement, SwiftComply will use commercially reasonable efforts to make the Purchased Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which SwiftComply shall provide at least 24 hours notice via the Purchased Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond SwiftComply's reasonable control including but not limited to the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, "**Force Majeure**"), or the activities of third parties not under SwiftComply's control (including Internet and other service providers) is not the responsibility of SwiftComply. SwiftComply will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure. SwiftComply has no liability whatsoever for any loss, damage, or inconvenience caused by Customer's inability to access or use the Purchased Services during any downtime or discontinuance of the Purchased Services.

SwiftComply reserves the right to enhance, update, and make changes (which changes could add or remove features or functionality) to the SwiftComply Services and to rollout such enhancements, updates, and changes to Customer at any time in connection with SwiftComply making such enhancements, updates, and changes commercially available to SwiftComply's other like customers. SwiftComply has made no promises or guarantees with respect to delivery of any future features or functionalities. Any discussions of any future features or functionalities, either prior to or following the agreement to this Agreement, are for informational purposes only, and SwiftComply has no obligation to provide any such features or functionalities.

3.2. Customer Data

Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to SwiftComply for SwiftComply's use as contemplated by this Agreement. Customer acknowledges that SwiftComply shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.

Customer Data shall remain the property of Customer, and Customer hereby grants SwiftComply a limited, perpetual, worldwide, irrevocable and royalty-free right to use, copy, modify, access, process, compile, and display the Customer Data within any SwiftComply Module(s) and for the purpose of providing the SwiftComply Service.

3.3. Software Uptime Agreement

SwiftComply endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

(a) any scheduled maintenance times;
(b) factors outside SwiftComply's reasonable control; and

(c) downtime related to the Customer's or third party's hardware, software or services.

*If in any calendar month this uptime commitment is not met by SwiftComply and the Customer was materially impacted from a resulting disruption to the Purchased Services as determined in SwiftComply's sole discretion acting reasonably, SwiftComply shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Purchased Service (the "**Credit**").*

3.4. Service Level Agreement

There are several ways to get support for using SwiftComply, including online knowledge base, technical support, services support, and community support options.

The Customer Success team technical and consulting support is available during its regular business hours on weekdays that are not legal American holidays. Regular business hours are listed below:

>> 7:00 am EST until 8:00 pm EST

The following targets will be used for response to support requests during active business hours:

Severity	Initial Response	Resolution	Updates
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day
Medium	4 hours	Reasonable effort	Weekly
Low	Following business day	Reasonable effort	As appropriate

Severity indicators are defined as follows:

>> Critical - SwiftComply Production Environment is down and no workaround is available.
>> High - Major functionality is impacted or significantly degraded; No workaround is available.
>> Medium - Partial or non-critical loss of functionality; workaround available.
>> Low - General questions, documentation help, or feature requests.

Updates will continue until the issue is resolved or there is a workaround in place. SwiftComply aims to resolve all issues expeditiously, but when an issue is difficult to solve and takes longer than one business day, SwiftComply will provide updates on its progress according to the schedule listed above.

4. CUSTOMER'S USE OF THE SERVICE

4.1. Service Access

Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable SwiftComply Service Order(s), SwiftComply grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license during the Subscription Term to utilize the Purchased Service for the following functionality:

- **Content Delivery**: Customer may integrate, link and publish applicable public-facing content from the applicable SwiftComply Modules within one or more Customer Web Site(s);
- **Application Access**: Customer may access the SwiftComply Modules via Customer's Account to utilize the functionality provided within such SwiftComply Modules; and

- **API Access**: Customer may access the SwiftComply API to share data from the SwiftComply Modules within one or more Customer(s) database(s).

4.2. Authorized Users

The Customer agrees to maintain authorized users purchased under the Subscription as stated in the Service Order. Only Users that have access to an Account through a username and password for the Account may use the Account.

4.3. Email and Notices

At the time of ordering the Purchased Service from SwiftComply, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide SwiftComply with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify SwiftComply if the Customer changes or intends to change its Administrator(s).

4.4. Users: Passwords, Access, Data Usage, and Notifications

Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer's Account(s), except for any activities performed by SwiftComply as set forth herein. Customer agrees to notify SwiftComply immediately upon learning of any unauthorized use of Customer's Account(s) or any other breach of security. From time to time, SwiftComply's support staff may log in to the Customer's Account(s) in order to maintain or improve the Purchased Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Service and shall promptly notify SwiftComply of such unauthorized access or loss/theft of any of its Users' login information.

Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the SwiftComply Service. To the extent that Customer enters or uploads any Sensitive Data into the SwiftComply Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. SwiftComply is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.

The Customer will be responsible for all electronic communications generated through the Purchased Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Purchased Service and the Account for lawful purposes. Customer represents and warrants that (i) Customer will not use the Purchased Services for any illegal or unauthorized purpose and (ii) Customer's use of the Purchased Services will not violate any applicable law or regulation.

4.5. Restrictions

The Customer is responsible and liable for all activities conducted under its' Users' Accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

(a) permit concurrent use of a single User Account, or time-sharing of the Purchased Service;

(b) *post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Purchased Service in an irresponsible manner that interferes with the proper working and normal operation of the Purchased Service, or detrimentally interferes with personal information or property of another;*

(c) *use any information obtained from the SwiftComply Services in a manner that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;*

(d) *make improper use of SwiftComply's support services or submit false reports of abuse or misconduct;*

(e) *engage in any automated use of the SwiftComply Services, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;*

(f) *harass, annoy, intimidate, or threaten any of SwiftComply's employees or agents engaged in providing any portion of the SwiftComply Services to Customer;*

(g) *copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Purchased Service in any manner or form; or*

(h) *transfer, sell, lease, rent, sublicense, resell or assign, in any way, all or a portion of, the Account and/or the Purchased Service to any third party (other than Users in accordance with Section 4.2).*

For clarity, the Customer receives no right or license to any source code to the SwiftComply Service hereunder.

5. INTELLECTUAL PROPERTY

5.1. General

Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any pre-existing or future works, trademarks, copyrights or technologies developed or created by either Party, including, without limitation, their respective proprietary software used in connection with the development and provision of their respective Websites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

5.2. Proprietary Rights Notice

The SwiftComply Service and all intellectual property rights in the SwiftComply Service are, and shall remain, the property of SwiftComply. All rights in and to the SwiftComply Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by SwiftComply without restriction, including, without limitation, SwiftComply's right to sole ownership of the SwiftComply API, SwiftComply Modules, SwiftComply Aggregated Data, SwiftComply Websites, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the SwiftComply Service outside of the scope of the license granted herein or make the SwiftComply Service available to any third party or use the SwiftComply Service on a service bureau time sharing basis; (b) copy, modify, adapt, alter, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the SwiftComply Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the SwiftComply Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the SwiftComply Service for any purpose without the express written consent of

SwiftComply; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with SwiftComply other than in the name of SwiftComply; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the SwiftComply Service; (f) build a commercial product or service using similar ideas, features, functions, or graphics of the SwiftComply Services or that is otherwise competitive with the Purchased Services; or (g) do anything prohibited under Section 4.5. If the use of the SwiftComply Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the SwiftComply Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the SwiftComply Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

5.3. Customer Feedback

*The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to SwiftComply related to the SwiftComply Services or SwiftComply's business (the "**Feedback**") shall become SwiftComply's property without any compensation or other consideration payable to the Customer by SwiftComply, and the Customer does so of its own free will and volition. SwiftComply may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that SwiftComply may decide, into the SwiftComply Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to SwiftComply in any Feedback and, as applicable, waives any moral rights to the Feedback.*

6. PURCHASED SERVICES AND PAYMENT

6.1. Term of Agreement

The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first SwiftComply Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable SwiftComply Service Order(s) (the "**Term**").

6.2. Term of Subscriptions and Renewal

*The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Service Order, attached hereto as Appendix A. Unless otherwise set out in the applicable Service Order, each Subscription shall automatically renew for one year, unless either Party gives the other notice of non-renewal at least 60 days before the end of the Subscription Term. The per-unit pricing during renewal will increase by 10% per annum, unless otherwise agreed to by the Parties.*

6.3. Service Fees

The Customer shall pay SwiftComply the fees specified on the Service Order (the "**Fees**"). Fees are based on Purchased Services consisting of subscription fees, usage fees, and implementation fees and are non-refundable. Purchased Services cannot be decreased during the Subscription Term.

6.4. Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Service Order, invoiced charges are due net-30 days from the invoice date (the "**Due Date**"). The Customer is responsible for

providing complete and accurate billing and contact information to SwiftComply and notifying SwiftComply of any changes to such information. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. SwiftComply shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

If the Customer fails to pay the invoice on or before the Due Date, SwiftComply may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**").

6.5. Applicable Taxes, Duties and Tariffs

Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any SwiftComply Service Order. In the event that Customer is exempt from sales tax, Customer will provide SwiftComply with a tax-exempt certificate upon request.

7. TERMINATION AND SUSPENSION

7.1. SwiftComply's Right to Suspend the Account

Without limiting any other remedies, SwiftComply reserves the right to immediately suspend the Customer's Account and access to and use of the Purchased Service under the following conditions:

- *The Account becomes a Delinquent Account; or*
- *SwiftComply reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and/or ongoing harm to SwiftComply and others.*

In the extraordinary event that SwiftComply suspends the Customer's access to the Purchased Service, SwiftComply will use commercially reasonable efforts to limit the suspension to the offending portion of the Purchased Service and resolve the issues causing the suspension of the Purchased Service. SwiftComply shall be under no obligation to compensate Customer for any losses or adverse results that are due to the suspension of Customer's or a User's access to the Purchased Services or its Accounts in accordance with this Section 7.1.

7.2. Termination for Cause/Expiration

*Either Party (the "**Complaining Party**") may immediately terminate this Agreement and all Service Orders issued hereunder in the event the other Party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the Complaining Party. Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.*

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 14.13 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Purchased Service. If this Agreement is terminated as a result of SwiftComply's 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 SwiftComply under this Agreement for the terminated portion of the Term.

7.3. Termination for Non-Appropriation of Funds

If Customer fails to receive sufficient appropriation of funds for continuation of this Agreement or like services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to SwiftComply. Non-appropriation of funds as used herein means a level of funding that results in less funding than that which was allocated for the Purchased Services in the immediately preceding fiscal year. Customer will not be entitled to a refund or offset of previously paid, but unused fees. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

7.4. Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, SwiftComply may deactivate the Account and be entitled to delete the Account and the Customer Data from the Purchased Service on the date the Subscription Term expires. The Customer further agrees that SwiftComply shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Purchased Service or deletion of the Customer Data, provided that SwiftComply is in compliance with the terms of this Section 7.4. *It is the responsibility of the Customer to obtain a full data export, screen captures and download all necessary reports and any other Customer data, should the Customer wish to keep the data*.

Customer shall cease use of the SwiftComply Service and shall remove all links from the Customer Web Site(s) to any content provided by the SwiftComply Modules.

Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to SwiftComply any such fees.

8. PRICE AND SERVICE CHANGES

8.1 Professional Services Fees

SwiftComply shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix B, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both Parties, or as the result of a delay on

the part of SwiftComply, the obligation to provide professional services to the Customer expires the earlier of:

1) completion of the professional services described in the SOW

2) 12 months from the effective date of the relevant Service Order

Additional professional services required as a result of add-on feature purchases or as a result of implementation delays outside SwiftComply's control will require a subsequent Change Order which will outline fees and services required.

8.2 Travel Costs

Unless noted otherwise, this Agreement does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, SwiftComply's standard travel and per diem rates shall apply. SwiftComply must receive pre-approval from Customer prior to incurring travel costs. Air travel, rental car (with associated fuel and parking costs), and lodging costs shall be reimbursed at cost. SwiftComply is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

9.0 Confidentiality

Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such

information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.

In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement. The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, or D) is independently developed by the Receiving Party.

In the event the Receiving Party is required by law and/or a valid court order or subpoena to disclose any portion of Confidential Information of the Disclosing Party, such disclosure shall not be a breach of this Agreement provided that the Receiving Party gives the Disclosing Party prior written notice of such disclosure requirement, cooperates fully with the Disclosing Party in seeking to obtain confidential treatment for such disclosure and to minimize the extent of such disclosure, and discloses only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 9 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 9, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

10. Warranties

10.1 SwiftComply Warranties

SwiftComply represents and warrants that: (i) the Purchased Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; (ii) by using the Purchased Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party; (iii) to SwiftComply's knowledge, the Purchased Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) SwiftComply holds all necessary rights to permit the use of the Purchased Service and all components thereof provided to Customer under this Agreement.

SwiftComply warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by SwiftComply to the Customer (the "**Help Documentation")**, and (b) SwiftComply will not materially decrease the functionality of the Service subscribed to under a Subscription during the applicable Subscription Term.

The Customer's sole and exclusive remedy for SwiftComply's breach of the warranties set out in this Section 10.1 shall be that SwiftComply be required to use commercially reasonable efforts to modify the Purchased Service to achieve in all material respects the functionality as described in the Help Documentation and, if SwiftComply is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

10.2 Disclaimer of Warranty

SWIFTCOMPLY WARRANTS THAT THE PURCHASED SERVICE WILL BE DELIVERED IN A PROFESSIONAL AND WORKMANLIKE MANNER SUBSTANTIALLY IN ACCORDANCE WITH THE SCOPE OF WORK SET FORTH IN THE APPLICABLE PURCHASED SERVICE ORDER AND THAT THE PURCHASED SERVICE WILL OPERATE IN ALL MATERIAL RESPECTS AS DESCRIBED IN ITS PRODUCT DESCRIPTIONS AND/OR DOCUMENTATION. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE SWIFTCOMPLY SERVICE ORDER, SWIFTCOMPLY MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

FOR THE PURPOSES OF THIS SECTION 10.2, "SWIFTCOMPLY" INCLUDES SWIFTCOMPLY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING SWIFTCOMPLY'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

11. LIMITATION AND EXCLUSION OF LIABILITY

11.1 Limitation of Liability

(a) NEITHER SWIFTCOMPLY NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE SUBSECTION (b) OF THIS SECTION 11.1.

(b) EACH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO SWIFTCOMPLY IN THE PRECEDING TWELVE (12) MONTHS.

(c) THE LIMITATIONS OF SUBSECTION 11.1(a) AND 11.1(b) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:

I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR

II. CLAIMS FOR FEES OWED TO SWIFTCOMPLY UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION; OR

III. A PARTY'S FRAUD; OR

IV. A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

FOR THE PURPOSES OF THIS SECTION 11.1, "PARTY" INCLUDES EACH PARTY'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

12 INSURANCE

12.1 Coverage. SwiftComply shall, at its own expense, maintain insurance coverage throughout the term of this Agreement, with limits of liability not less than the following:

- **General Liability Insurance**: $*2*,000,000 USD per occurrence for bodily injury, property damage, personal injury and contractual liability.

- **Professional Liability Insurance (Errors & Omissions):** $*3*,000,000 USD in the aggregate, covering claims arising out of the performance or failure of the software, including any negligent acts, errors, or omissions.

- **Cyber Liability Insurance**: $*3*,000,000 USD in the aggregate for losses due to data breaches, cyber incidents, or unauthorized access.

- **Automobile Liability Insurance**: $*2*,000,000 USD per occurrence for any vehicles used in relation to the services or products provided.

- **Workers Compensation Insurance:** $*1*,000,000 USD in the aggregate for each accident, disease or other claim by employees

SwiftComply shall maintain commercial general liability insurance, cybersecurity insurance, professional liability insurance and auto liability insurance in amounts that are consistent with industry standards. SwiftComply shall maintain Worker's Compensation insurance as required by law.

12.2 Proof of Insurance. Upon execution of this Agreement and reasonable request thereafter, SwiftComply shall provide the Customer with certificates of insurance evidencing the coverage specified in 12.1. SwiftComply shall provide at least 30 days prior written notice to the Customer of any cancellation, non-renewal, or material change in the policy.

13 INDEMNIFICATION

13.1 Indemnification by SwiftComply

At SwiftComply's cost, SwiftComply agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to *(i) bodily harm (including death) or damage to real or tangible property, (ii) patent or copyright infringement or (iii) SwiftComply's gross negligence or willful misconduct; provided, however, that SwiftComply shall have no obligations under this Section 13.1 if and to the extent any such Claim or other expenses are based on: (a) SwiftComply's compliance with any explicit instructions, requests, or specifications provided by Customer; (b) the combination of the SwiftComply Services with any product, software, or service not provided by SwiftComply; (c) Customer's continued use of the SwiftComply Services after SwiftComply has provided the Customer with a new version or update to such SwiftComply Services that no longer infringes; (d) Customer's misuse of the SwiftComply Services (including any use outside of the express scope of the licenses granted hereunder); or (e) any Customer Data* or *Sensitive Data (each of (a)-(e) hereof, an "**Excluded Claim**"). In such a case, Customer will promptly provide SwiftComply with written notice of such Claim*. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by SwiftComply. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, SwiftComply shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld or delayed.

13.2 Indemnification by Customer

At Customer's cost, Customer agrees to indemnify, hold harmless and defend SwiftComply against any Claim arising out of or relating to (i) any use (except to the extent SwiftComply is obligated to indemnify Customer as provided in Section 13.1) or misuse of the SwiftComply Services by Customer or any of their Users; (ii) breach of this Agreement by Customer or its Users; (iii) any Excluded Claim, or (iv) Customer's gross negligence or willful misconduct.

14 GENERAL

14.1 Interpretation of this Agreement

The term "including," wherever used in any provision of this Agreement, means "including but without limiting the generality of any description preceding or succeeding such term." Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

14.2 Anonymized Data Usage

SwiftComply may collect, analyze, and aggregate data derived from the use of the SwiftComply Service across its customer base, provided that such data is de-identified and does not contain any information that could reasonably be used to identify Customer or any individual ("**SwiftComply Aggregated Data**"). Both during and after the Term, SwiftComply may use such SwiftComply Aggregated Data for any lawful purpose, including to improve the SwiftComply Service, develop new features or offerings, train internal data models, and for industry research and benchmarking purposes. SwiftComply Aggregated Data may be processed or stored outside of SwiftComply's production environment, provided that appropriate technical and organizational measures are implemented to maintain data confidentiality and integrity.

14.3 Marketing

Customer agrees that SwiftComply may utilize Customer's name solely to identify it as a SwiftComply Customer on the SwiftComply Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to SwiftComply by Customer) shall require Customer's prior written consent.

14.4 Inurement

The rights and liabilities of the Parties under this Agreement shall bind and inure to the benefit of the Parties' respective successors, executors, and administrators, as the case may be.

14.5 Assignment

Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

14.6 Governing Law

This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

14.7 Dispute Resolution

*In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the Parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in the United States. Any dispute during the course of a professional services engagement will be resolved through corresponding escalation path defined in Statement of Work.*

Escalation Level	***SwiftComply Management Level: Ongoing***	***SwiftComply Management Level: During Engagement***	***Customer Management Level***	***Period of Resolution Efforts***
First Level	*Account Manager*	*Project Manager*	*Project Manager*	*10 Business Days*
Second Level	*Head of Customer Success*	*Head of Services*	*Manager*	*10 Business Days*
Third Level	*CRO*	*CEO*	*Director*	*10 Business Days*

14.8 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, invalid, or void for any reason, the remainder of this Agreement shall continue in full force and effect.

14.9 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the Parties. Each Party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other Party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with SwiftComply, attempt to pass itself off as SwiftComply, or claim that the Customer is SwiftComply.

14.10 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to SwiftComply's rights or the Customer's use of the Purchased Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, SwiftComply shall be entitled to an injunction against any such breach by the Customer.

14.11 Cooperative Statement

Other government or municipal organizations may elect to participate in this Agreement (piggyback) at their discretion, provided SwiftComply also agrees to do so.

14.12 Compliance with Laws

Each Party shall comply with all applicable laws in relation to its obligations or performance under this Agreement. Customer specifically agrees to comply with all export control, embargo, and sanctions laws and regulations of the United States and any other applicable jurisdiction (the "**Export Control Laws**"). Customer will not violate, and will not cause SwiftComply to violate, any Export Control Laws. Licenses or other authorizations required for the transfer of goods or services will be the responsibility of Customer unless otherwise indicated in this Agreement, in which event Customer shall provide all information as may be requested by SwiftComply to enable SwiftComply to obtain such licenses or authorizations. Each Party specifically agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Neither Party nor any of its subcontractors will, directly or indirectly, provide, or offer to provide anything of value to or for the benefit of any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in her/his official capacity.

14.13 Notices

All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable SwiftComply Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

Notice to Company

Any and all notices to SwiftComply from the Customer must be given in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to SwiftComply at:

SwiftComply Inc.
6701 Koll Center Pkwy, Suite 250
Pleasanton CA, 94566
email: accounts@swiftcomply.com

15 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and SwiftComply. Except when expressly agreed to the contrary in signed writing by an authorized representative of SwiftComply, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the SwiftComply Service between SwiftComply and the Customer shall each be exclusively between SwiftComply and the Customer only and shall not confer any rights in any third party.

16 Survival

Sections 4.5, 5, 6.3, 6.4, 6.5, 10.2, 11, 13 and 15 shall survive any termination or expiration of this Agreement.