



MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement (this “**Agreement**”) is between the Bonterra entity, named above the signature line on the Order Form (“**Bonterra**”) and the company named above the signature line on the Order Form (“**Customer**”) and is effective as of the date of signature by Customer on the Order Form (the “**Effective Date**”).

1. Provision and Use of the Bonterra Products and Services

1.1 Provision of Bonterra Products. Bonterra will make available to Customer the Bonterra products and services set forth in the applicable Order Form (collectively, “**Bonterra Products**”) and, subject to the terms of this Agreement and the applicable Order Form, Bonterra hereby grants Customer a non-exclusive, limited, worldwide right to access and use such Bonterra Products and to permit Users to use the Bonterra Products on its behalf. “**User**” means anyone that Customer allows to use its accounts for the applicable Bonterra Product, consisting of (a) employees and contractors of Customer and (b) others, if permitted in this Agreement or an Order Form. The Bonterra Products are provided pursuant to the terms and conditions set out in this Agreement and the applicable Order Form. “**Order Form**” means a Bonterra order form, quote or other similar document that (i) incorporates this Agreement by reference; (ii) lists the Bonterra Products, pricing, subscription term, permitted number of Users, overage fees (if applicable) and other terms and conditions; and (iii) is signed by both parties.

1.2 Data Security.

(a) Bonterra will maintain a security program in accordance with applicable data privacy laws and industry standards that is designed to (i) protect the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. In furtherance of the foregoing, Bonterra will maintain the administrative, physical and technical safeguards to protect the security of Customer Data that are described in the Bonterra security page located at <https://www.bonterratech.com/privacy-policy> (the “**Security Page**”). “**Customer Data**” means any data, content or materials that Customer (including its Users) submits to its Bonterra Product accounts, including from Third Party Platforms. “**Third Party Platform**” means any product, add-on or platform not provided by Bonterra that Customer uses with a Bonterra Product.

(b) To the extent that Bonterra processes Personal Data (as defined in the DPA referenced below) on Customer’s behalf, pursuant to a Bonterra Product listed on an executed Order Form, the Data Processing Addendum (“**DPA**”) currently available at: <https://www.bonterratech.com/privacy-policy> is hereby incorporated into this Agreement by reference.

1.3 Customer Responsibilities.

(a) Customer acknowledges that Bonterra’s provision of the Bonterra Products is dependent on Customer providing all reasonably required cooperation, and Customer will provide all such cooperation in a diligent and timely manner. Customer is responsible for provisioning and managing its User accounts, and for its Users’ acts and omissions (including compliance with Customer’s obligations under this Agreement and each applicable Order Form). Customer will ensure that all Users receive training sufficient to enable Customer to effectively access and use the Bonterra Products.

(b) Customer will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Bonterra Products and notify Bonterra promptly of any such unauthorized access or use or any other known or suspected breach of security or misuse of any Bonterra Product by Customer, Customer’s employees, Users, agents or any authorized

other third parties, (ii) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Bonterra Products and (iii) be responsible for all Customer Data, Customer Materials (as defined below) and other content provided by Customer or its Users (including their compliance with applicable law). Customer will be solely responsible for its failure to maintain such equipment, software and services, and Bonterra will have no liability for such failure (including under any service level agreement).

(c) Customer will not use any Bonterra Product to transmit or provide to Bonterra any financial, biometric, medical or health information of any nature, or any sensitive personal data (*e.g.*, social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers and credit card numbers) or data relating to minors or other individuals under the legal age of consent, except pursuant to a separate signed agreement between the parties.

(d) If Customer uses any Bonterra Product to disburse funds, payments, donations, or grants (collectively, "**Funds Disbursement**"), then Customer is liable for all such Funds Disbursements and any related policies, recommendations, or decisions. No content or information provided by Bonterra shall be construed as a recommendation or advice with respect to any Funds Disbursement.

1.4 Professional Services. If applicable, Bonterra will perform Professional Services as described in an Order Form or a SOW (as defined below), which may identify additional terms or milestones for the Professional Services. "**Professional Services**" means training, migration or other professional services that Bonterra furnishes to Customer related to the Bonterra Product. "**SOW**" means a statement of work for Professional Services that references this Agreement and is executed by both parties (collectively, "**SOW**"). For clarity, Professional Services are separate from the Bonterra Products. Customer will give Bonterra timely access to Customer Materials reasonably needed for Professional Services, and Bonterra will use the Customer Materials only for the purpose of providing Professional Services. Customer may use code or other deliverables that Bonterra furnishes as part of Professional Services only in connection with Customer's authorized use of the Bonterra Product under this Agreement. "**Customer Materials**" means materials and resources that Customer makes available to Bonterra in connection with Professional Services.

1.5 Affiliates; Public Sector Agencies. Customer's Affiliates may serve as Users under this Agreement. Alternatively, any Affiliate of Customer or Bonterra will have the right to enter into an Order Form executed by such Affiliate(s) and this Agreement will apply to each such Order Form as if each such Affiliate were a signatory to this Agreement. With respect to any such Order Form, such Affiliate becomes a party to this Agreement and references to Customer or Bonterra, as applicable, in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Customer entity and Bonterra entity that executes such Order Form, and no other Customer entity or Bonterra entity has any liability or obligation under such Order Form. "**Affiliates**" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists, wherein "**Control**" means beneficial ownership of 50% or more of the voting power or equity in an entity or power to direct an entity's management. In addition, if Customer is a public sector agency, the term "**Affiliate**" with respect to Customer will instead mean a public agency in the same jurisdiction as Customer (*i.e.*, official authority within the same city, county or state government).

2. Fees

2.1 Fees. Customer will pay Bonterra the fees set forth in the applicable Order Form. Customer will pay those amounts due and not disputed in good faith within thirty (30) days of the invoice date (the "**Payment Period**"), unless a specific date for payment is set forth in such Order Form, in which case payment will be due on the date specified. Except expressly set forth in this Agreement, payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable. If Customer disputes an invoice in good faith, it will notify Bonterra within the Payment Period and the parties will seek to resolve the dispute as soon as reasonably practicable. Bonterra may provide Customer with written notice of a change or increase in pricing for an Order Form at least sixty (60) days prior to the end of the then-current subscription term, and such modified pricing will become effective thereafter at the time of the renewal.

2.2 Late Payment. Bonterra may suspend access to the Bonterra Products if Customer is thirty (30) days past due for any amounts hereunder and does not cure such failure to pay within ten (10) days after receipt of notice of such past due amounts. Unpaid amounts not the subject of a good faith dispute are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is less.

2.3 Taxes. Fees and expenses are exclusive of any sales, use or similar taxes or duties that apply to Bonterra Products or Professional Services (collectively "**Taxes**"). Customer will be solely responsible for payment of all Taxes, except for those taxes based on the income of Bonterra. Customer will not withhold any Taxes from any amounts due to Bonterra. If Customer is subject to a Tax exemption, then Customer shall provide documentary proof of such exemption promptly after the Effective Date.

3. Proprietary Rights

3.1 Proprietary Rights. As between the parties, Bonterra exclusively owns all right, title and interest in and to the Bonterra Products, System Data (as defined below), Bonterra's Confidential Information and templates, methodology and deliverables of the Professional Services, and all related intellectual property and other proprietary rights. As between the parties, Customer exclusively owns all right, title and interest in and to the Customer Data and Customer's Confidential Information, and all related intellectual property and other proprietary rights. "**System Data**" means data collected by Bonterra regarding the Bonterra Product that may be used to generate logs, statistics or reports regarding the performance, availability, usage, integrity or security of the Bonterra Product (for clarity, excluding Customer Data).

3.2 Feedback. Customer grants to Bonterra and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, make and incorporate into their products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to any of Bonterra's or its Affiliates' products or services.

3.3 Aggregated and Anonymized Data. Customer agrees that Bonterra and its Affiliates have the right to aggregate and anonymize Customer Data, such that the resulting data cannot be reverse engineered to identify a specific person, and shall be free (during and after the term hereof) to use and disclose such aggregated and anonymized data for their business purposes.

4. Confidentiality; Restrictions

4.1 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. "**Confidential Information**" means (a) any information disclosed by either party that is marked or otherwise designated as confidential or proprietary; (b) any information that should be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure; and (c) the terms, including pricing, of this Agreement, the Order Form, any SOWs, and any preceding proposal documentation. Confidential Information includes, but is not limited to, technical or performance information about the Bonterra Products or the Professional Services. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Either party may disclose Confidential Information (i) to its employees and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations consistent with those of this Agreement; and (ii) as required by law (in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise

due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section 4, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

4.2 **Technology Restrictions.** Customer will not directly or indirectly: (a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying any Bonterra Product; (b) attempt to probe, scan or test the vulnerability of any Bonterra Product without proper written authorization; (c) attempt to breach the security or authentication measures of any Bonterra Product without proper authorization or wilfully render any part of any Bonterra Product unusable; (d) use or access any Bonterra Product to develop a product or service that is competitive with any of Bonterra's products or services or engage in competitive analysis or benchmarking; (e) transfer, distribute, resell, lease, license, assign or, except to Users as expressly permitted hereunder, make available to any third party any Bonterra Product; or (f) otherwise use any Bonterra Product in violation of applicable law (including any export law).

5. Warranties and Disclaimers

5.1 **Mutual.** Each party warrants that (a) it has the legal power and authority to enter into this Agreement and (b) it will use industry-standard measures to avoid introducing viruses or other malicious code into the Bonterra Products.

5.2 **Bonterra.** Bonterra warrants that (a) the Bonterra Products will perform materially as described in the applicable product description under the Order Form for such Bonterra Products and Bonterra will not materially decrease the overall functionality of the Bonterra Products during the applicable subscription term (the "**Performance Warranty**"), and (b) any Professional Services will be provided in a professional and workmanlike manner (the "**Professional Services Warranty**"). Bonterra will use reasonable efforts to correct a verified breach of the Performance Warranty or Professional Services Warranty reported by Customer. If Bonterra fails to do so within 30 days after Customer's warranty report, then either party may terminate the applicable Order Form as it relates to the non-conforming Bonterra Product or Professional Services, in which case Bonterra will refund to Customer any prepaid subscription fees for the terminated portion of the applicable subscription term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty). To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the applicable Bonterra Product or 30 days after delivery of the relevant Professional Services. These procedures are Customer's exclusive remedies and Bonterra's sole liability for breach of the Performance Warranty or Professional Services Warranty.

5.3 **Customer.** Customer warrants that it has all rights necessary to provide any information, data or other materials that it or its Users provide hereunder, and to permit Bonterra to use the same as contemplated hereunder.

5.4 **DISCLAIMERS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BONTERRA'S WARRANTIES IN THIS SECTION 5 DO NOT APPLY TO AND BONTERRA IS NOT RESPONSIBLE OR LIABLE FOR (A) ANY MISUSE OR UNAUTHORIZED MODIFICATIONS OF ANY BONTERRA PRODUCT BY OR ON BEHALF OF CUSTOMER OR USER OR (B) ANY ISSUES ARISING FROM THIRD PARTY PLATFORMS. ADDITIONALLY, BONTERRA DOES NOT GUARANTEE THE CONTINUED AVAILABILITY OF ANY THIRD PARTY PLATFORM OR ANY INTEGRATION THEREWITH, AND MAY CEASE MAKING ANY SUCH INTEGRATION AVAILABLE IN ITS DISCRETION. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

6. Indemnification

Bonterra will defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging that the use of the Bonterra Products as permitted hereunder infringes or misappropriates a United States patent, copyright or trade secret and will indemnify Customer for any damages finally

awarded against Customer (or any settlement approved by Bonterra) in connection with any such Claim; provided that (a) Customer will promptly notify Bonterra of such Claim, (b) Bonterra will have the sole and exclusive authority to defend and settle, if applicable, any such Claim (provided that Bonterra may not settle any Claim without Customer's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Customer of all related liability) and (c) Customer reasonably cooperates with Bonterra in connection therewith. If the use of the Bonterra Product by Customer has become, or in Bonterra's opinion is likely to become, the subject of any claim of infringement, Bonterra may at its option and expense (i) procure for Customer the right to continue using and receiving the applicable Bonterra Product as set forth hereunder; (ii) replace or modify the applicable Bonterra Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate the applicable Order Form and provide a pro rata refund of any prepaid subscription fees corresponding to the terminated portion of the applicable subscription term. Bonterra will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Customer; (B) use of the applicable Bonterra Product by Customer not in accordance with this Agreement; (C) modification of the applicable Bonterra Product by or on behalf of Customer; (D) Customer Data or Customer Materials or (E) the combination, operation or use of the applicable Bonterra Product with other products or services where such Bonterra Product would not by itself be infringing. This Section states Bonterra's sole and exclusive liability and obligation, and Customer's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

7. Limitation of Liability

7.1 **NO CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY OR ITS AGENTS AND SUPPLIERS (INCLUDING THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR LOSS OF PROFITS, BUSINESS OPPORTUNITY, ANTICIPATED GOODWILL, REVENUE, DATA OR DATA USE, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

7.2 **DIRECT DAMAGES.** THE AGGREGATE, CUMULATIVE LIABILITY OF EACH PARTY (INCLUDING ITS AFFILIATES AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS AND SUPPLIERS) UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CUSTOMER THE BONTERRA PRODUCT GIVING RISE TO THE LIABILITY DURING THE TWELVE-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM ("**ORDINARY CAP**").

7.3 **DATA SECURITY CLAIMS.** NOTWITHSTANDING THE FOREGOING, BONTERRA AND ITS AFFILIATE'S AGGREGATE LIABILITY FOR A BREACH OF ITS OBLIGATIONS IN THE DATA SECURITY SECTION ABOVE INCLUDING THE DPA ("**SECURITY BREACH**") AND A BREACH OF CONFIDENTIALITY DUE TO A SECURITY BREACH, THAT RESULTS IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA BY BONTERRA, WILL NOT EXCEED TWO TIMES (2X) THE ORDINARY CAP WITH RESPECT TO THE BONTERRA PRODUCT GIVING RISE TO THE LIABILITY ("**SUPER CAP**"). IN NO EVENT WILL BONTERRA BE LIABLE FOR THE SAME EVENT UNDER THE ORDINARY CAP, THE EXCLUDED LIABILITIES AND THE SUPER CAP. SIMILARLY, THOSE CAPS WILL NOT BE CUMULATIVE; IF THERE ARE ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE SUPER CAP.

7.4 **EXCLUDED LIABILITIES.** NOTWITHSTANDING THE FOREGOING SECTIONS, LIABILITY IS NOT LIMITED FOR THE FOLLOWING: (A) EACH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (C) INTENTIONAL VIOLATION OF CONFIDENTIALITY, (D) UNPAID AMOUNTS OWED BY CUSTOMER, (D) BONTERRA'S LIABILITY FOR BONTERRA IP CLAIMS (THE "**EXCLUDED LIABILITIES**").

8. Term and Termination

8.1 **Term.** The term of this Agreement will commence on the Effective Date and continue until terminated as set forth below. The initial term of each Order Form will begin on the Start Date of such Order Form and will continue for the

subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

8.2 Termination. Each party may terminate this Agreement upon written notice to the other party if there are no Order Forms then in effect. In addition, each party may also terminate this Agreement or the applicable Order Form upon written notice of termination (a) in the event the other party commits any material breach of this Agreement or the applicable Order Form (including any failure to make timely payments) and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of a bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

8.3 Survival. Upon expiration or termination of this Agreement, (a) all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such expiration or termination will survive, including the terms and conditions relating to payment of fees, proprietary rights and confidentiality, technology restrictions, disclaimers, indemnification, limitations of liability and termination and the general provisions below, and (b) each party will return or destroy, at the other party's option, any Confidential Information of such party in the other party's possession or control.

8.4 Customer Data Retrieval. Upon Customer's written request made on or prior to expiration or termination of the applicable Order Form, Bonterra will give Customer limited access to the applicable Bonterra Product for a period of up to thirty (30) days after such expiration or termination, at no additional cost, solely for purposes of retrieving Customer Data. Subject to such retrieval period and Bonterra's legal obligations, Bonterra has no obligation to maintain or provide any Customer Data and will, unless legally prohibited, delete Customer Data after such expiration or termination; provided, however, that Bonterra will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted; provided further that in all cases Bonterra will continue to protect the Customer Data in accordance with this Agreement. For clarity, during the term of the applicable Order Form, Customer may extract Customer Data using Bonterra's standard web services as described in the Documentation.

9. General

9.1 Insurance. Bonterra shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) Statutory Worker's Compensation and Employer's Liability as required by state law with a minimum limit of \$1,000,000 each accident / \$1,000,000 each disease / \$1,000,000 policy limit per occurrence, Disability and Unemployment Insurance, and all other insurance as required by law, including Employer's Liability Insurance with limits of no less than \$1,000,000 per occurrence, or any amount required by applicable law, whichever is greater; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence; and (c) Professional Errors and Omissions and Cyber Liability coverage covering the Bonterra Product, with coverage limits of not less than \$2,000,000 per claim or per occurrence/\$2,000,000 aggregate, placed either on an "occurrence" basis or on a "claims made" basis.

9.2 Publicity. Neither party may issue any press release regarding this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

9.3 Assignment; Subcontractors. Neither party hereto may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent to its Affiliate or to a successor to all or substantially all of its assets or business related to this Agreement. Any attempted assignment by either party in

violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns. Upon any permitted assignment of this Agreement by Customer or other corporate transaction involving Customer that would materially increase its usage of a Bonterra Product, if an Order Form contains a subscription for an unlimited amount of usage for any component of such Bonterra Product, such subscription will, with respect to Customer or the successor entity, as applicable, be limited to the monthly average usage by Customer with respect to such component under such Order Form prior to such assignment or other transaction, except as otherwise agreed upon in writing by the parties. Bonterra may in its discretion engage third parties to provide the Bonterra Product and/or provide Professional Services. Bonterra shall be responsible for the acts and omissions of its subcontractors, a then-current list of which will be provided upon Customer's request.

9.4 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay 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.

9.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

9.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

9.7 Governing Law and Venue. This Agreement will be governed by the laws of the State of Delaware, exclusive of its rules governing choice of law and conflict of laws. In the event of any dispute under this agreement, both parties agree to first the exclusive jurisdiction of the courts of the State of Delaware. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

9.8 Notices. Any notices under this Agreement must be in writing and must be delivered by registered mail (or by courier with tracking number) to the attention of the receiving party's legal department.

9.9 Entire Agreement. This Agreement comprises the entire agreement between Customer and Bonterra with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Bonterra, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. In the event of any conflict between this Agreement and an Order Form, this Agreement will control except to the extent the Order Form specifically states that a provision of this Agreement is superseded by a provision in such Order Form.

9.10 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

9.11 Government Terms. Bonterra provides the Bonterra Product, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Bonterra Product, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights than those provided in this Agreement are conferred. The Bonterra Product was developed fully at private expense.

9.12 Interpretation. For purposes hereof, "including" means "including without limitation".

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