TEAMMATE RISK & COMPLIANCE TERMS OF SERVICE

These TeamMate Risk & Compliance Terms of Service (which, together with the relevant Order Form referencing these terms of service, are collectively referred to as the **"Agreement"**) are a legal agreement between you (whether a single person, corporation, partnership, governmental organization, or other entity, hereinafter referred to as "**you**", "**your**" or "**Customer**") and WK and set out the terms and conditions on which you may access and use the Services (as defined below). For the purposes of these TeamMate Risk & Compliance Terms of Service, "WK" means Wolters Kluwer Financial Services, Inc., or, if the Customer is located outside the United States, the applicable Wolters Kluwer affiliated entity identified as the Licensor or Services Provider in the relevant Order Form.

By signing the Order Form, accessing or using the Services, you agree to be bound by this Agreement including all terms incorporated by reference, and you represent that you have the authority to enter into this Agreement. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not use the Services.

Subject to the "Entire Agreement" clause below, the version of the Agreement that applies to you is the version that you agreed to when you subscribed to the Services or, if you have renewed your initial subscription, the version you agreed to when you renewed your subscription for services. WK reserves the right to update and change this Agreement from time to time. This online version may differ from the version that was included with the version you agreed to when you originally purchased or last renewed your subscription to the Services.

If there is any conflict or ambiguity between the English language version and any other language version of this Agreement, the English language version will prevail and it will be the authentic text for the purposes of interpretation.

1. Services.

1.1 Subscription. In this Agreement, "**Services**" means any services provided to you by WK, including, without limitation, the TeamMate-branded risk and compliance software solution referred to as "TeamMate Risk & Compliance", and those certain services selected, listed, or otherwise indicated under an ordering document or online order specifying the services to be provided by WK to you that is entered into between us (the "**Order Form**"). "**Services**" includes the Documentation (as defined below) for the Services and except where otherwise noted, the Services includes any Premium Features or Content (each as defined below), whether purchased separately or included with the Services.

1.2 Premium Services and Features. In connection with your use of the Services, you may purchase additional products or services as set forth in a Order Form (collectively, "**Premium Features**") to be used solely for your internal business purposes and solely in conjunction with your use of the Services. Premium Features may include purchased Content (as defined below). Premium Features are not intended to be used as stand-alone products and require a subscription to the Services. Premium Features are purchased for the subscription term set forth in your Order Form. Unless WK advises you otherwise, Premium Features are governed by this Agreement.

1.3 Content and Third Party Content. WK may make certain tools, templates, frameworks, guidelines, standards, regulations, content, code, features, functionality, components, products or services available to you for your use with the Services (the "**Content**"). Content may be included in your subscription to the Services at no additional cost or it may be purchased separately for additional fees as set forth in a Order Form. Content may be licensed by WK from third parties for your use (the "**Third Party Content**"), which Third Party Content will be expressly identified as such through the Service and may be subject to additional terms and conditions. You acknowledge and agree that: (a) access to any Third Party Content may be restricted or revoked by the third party licensor at any time in such third party's sole discretion; (b) WK is not responsible for and has no control over any Third Party Content, other than making it available to you in connection with the Services, and WK does not sponsor, warrant or endorse any Third Party Content; and (c) WK provides all such Third Party Content strictly "as is", without representations or warranties of any kind, and shall have no liability of any kind (to you or any third party) arising from or relating to them, including their accuracy, completeness, availability, performance, relevance, or results of use. All rights and obligations with respect to any Third Party Content shall be governed exclusively by the terms and conditions of agreements provided by suppliers or licensors of such Third Party Content and Customer hereby releases WK from all liability and responsibility with respect thereto. Failure to adhere to such terms and conditions is a breach of this Agreement and may result in suspension or termination of your subscription for Services.

1.4 No Legal, Accounting, or Professional Advice. The Services, Premium Features, and Content are for educational and informational purposes only and does not constitute legal, accounting, or other professional advice. WK is not authorized to provide tax, accounting, legal, medical, compliance or investment advice. To the extent the services may serve as a tool that may help Customer with any tax, accounting, legal, medical, compliance or investment matters, Customer is solely responsible to decide whether any present or future use of the Services will help achieve such purpose and Services provided by WK pursuant to this Agreement should not in any case be deemed or understood as a recommendation, endorsement, diagnosis, guarantee or warranty or a

substitute for professional judgment. Customer agrees that the Services are not intended to replace Customer's professional skill and judgment and are not a substitute for the advice of an attorney or other professional. Customer is solely and exclusively responsible for the use of and actions taken or omitted based on the Services and any and all liability in connection therewith.

2. Grant of license; Provision of the Services.

2.1 WK grants to Customer a limited, revocable, nontransferable, nonexclusive right to access and use, and to permit Users to access and use, the Services solely for Customer's internal use, without any further right to access or use the Services in any manner for the term in the Order Form. WK reserves all rights in and to the Services not expressly granted in this Agreement. This Agreement does not grant Customer: (i) any right to reproduce, modify, distribute, or publicly display the Services; or (ii) any other right to the Services not specifically set forth herein. Without limiting the generality of the foregoing, the right to access and use the Services granted herein does not cover any underlying components of the Services, WK underlying Services' engines, or any other component of the Services or the environment within which the Services operate that is not intended by WK for access by any User.

2.2 Once you have subscribed to the Services, WK will make the Services available to you for the Users (as defined below), subscription type(s), number and term you have purchased as set out in the Order Form. WK will ensure that the Services are available in accordance with the service levels set out in the Services Level Agreement attached as Schedule A to this Agreement, provided that such service levels are applicable as described in the respective Order Form. However, WK is not responsible for any unavailability of the Services caused by Force Majeure Events defined hereinbelow. At Customer's option, the Services can be delivered on-premise or hosted. Where the Customer elects to deploy the Services on-premise, the terms set out in Schedule B shall apply.

3. Use of the Services.

3.1 Users and License Fee Adjustments. You are responsible for providing accurate, current, and complete information when activating your subscription for Services, and for maintaining the confidentiality of your logon ID and password. If you become aware of any unauthorized use of your subscription or account information, you will notify WK immediately. The Services may be accessed and used by up to the maximum number of specific, individual users, from within your or your Affiliates' organizations for which you have paid fees ("**Users**"). Each User will be assigned a unique identifier for access to the Services. A User's ID and password may not be shared with any other individual; however, subject to the restriction on sharing or pooling a User's access between multiple individuals set out below, you may permanently replace a User with another individual provided that the total number of Users does not exceed the number of Users for which you have paid the applicable fees. If you exceed or wish to increase the number of Users using the Services, additional fees will apply. Sharing or pooling a User's access between multiple individuals to allow for temporary use by multiple users in a department or organization is not permitted. Access rights to the Services vary by subscription type as described in the Order Form. You will have the rights and privileges associated with the subscription type(s) you have purchased. For the purposes of this Agreement, "**Affiliates**" means an entity which controls, is controlled by, or is under common control with you where "control" means at least a 50% ownership interest in such entity or the ability to control the management of such entity.

3.2 No Transfer or Sublicense. Except as may be otherwise expressly provided in Section 8 (Use by Third Parties), Customer shall not: (i) sublicense, assign, or transfer the Services in whole or in part to any third-party; or, (ii) assign or transfer to any third-party any of Customer's rights or interests in and to the Services, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third-party.

3.3 Unauthorized Acquisition or Access. WK expressly prohibits the use of any WK Service that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (i) is acquired from an unauthorized reseller or distributor; (ii) is pirated, cracked or hacked, including through the use of Account Access Information established for use by another individual; (iii) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (iv) is acquired with the use of false or inaccurate statements and/or information, for example, a false name, false contact information, or false payment information.

4. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in a Order Form, subscriptions will automatically renew for additional one year terms on expiry, unless either party gives the other written notice (email acceptable) at least ninety (90) days before the end of the relevant subscription term. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

5. User Data. Customer shall be solely responsible for all information, data, and content that is uploaded to, stored, or generated through the use of the Service by Users ("**User Data**") and for the verification, quality, accuracy,

legality, and input of User Data required in connection with the Service. Customer represents and warrants that it is, and will remain, in compliance with all applicable intellectual property, privacy, and data protection laws and regulations with respect to any User Data uploaded or submitted to the Services and with respect to its use of the Service. User Data shall be delivered in a format and manner set forth in the Documentation or otherwise approved or directed by WK or the Documentation (as defined below). Customer will maintain backup data necessary to replace any critical data of Customer and WK shall not be responsible for loss of or damage to User Data. Customer further represents, warrants, and covenants that it will not upload or transmit any User Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any User Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the User Data); (ii) for which Customer does not have the rights, permissions, registrations, or consents required by law for any personally identifiable information contained in the User Data; (iii) that infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third-party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; or (vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability. Customer shall not use the Services to transmit, route, provide connections to, or store any materials that violate or promote the violation of any of the restrictions of this subsection. WK reserves the right, in its sole discretion, and at any time, to remove any User Data that is believes to be in violation of this Agreement.

6. **Protection, Ownership, and Use of User Data.** WK has implemented and will maintain commercially reasonable technical and organizational safeguards (including, without limitation, with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, encryption of User Data and any other organizational and technical measures necessary to protect against unauthorized access, use or disclosure of User Data) to prevent the unauthorized access, use or disclosure of User Data stored in the Services. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT WK DOES NOT AND CANNOT GUARANTEE THAT THE SERVICE, WK'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY WK'S BREACH OF THIS SECTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, WK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY, OR SHALL SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY WK OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER. You must also take reasonable security precautions in connection with your use of the Services and your collection, use, and submission of User Data to the Services. You will protect the confidentiality of all usernames, passwords, and other information you use to access the Services and will change your passwords periodically. You retain ownership and control of all User Data. WK will not: (a) disclose User Data, except as expressly permitted in this Agreement or by you in writing; or (b) access User Data, except at your request in connection with customer support matters. As WK has no control over User Data, WK is not responsible or liable for the deletion, damage, loss of, or failure to store any User Data.

7. **Security Incident and Security Audit.** WK will notify you without undue delay if WK determines that the security of the Service's systems has been breached and this results in User Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information. WK will reasonably cooperate with you in mitigating the effects of any lost or compromised User Data.

8. **Use by Third Parties.** WK acknowledges and agrees that the Services may, subject to the terms of this Agreement, be used by your third-party service providers, independent contractors, consultants, and outsourcers, provided that such third parties agree to comply with the terms of this Agreement and such third parties use the Services only for your benefit and internal business purposes. If requested by WK, you will provide a list of any third parties that are using the Services pursuant to this section to assist WK in managing your subscription to the Services. Except as expressly authorized by Section 8 (Use by Third-Parties) Customer shall not, and shall not permit any User to, offer or use the Services for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing, or other participation arrangement. You will remain responsible and liable for the proper use of the Services in accordance with this Agreement by such third parties.

9. **Documentation and Electronic Delivery.** All documentation shall be delivered by electronic means. The Services shall be deemed delivered when it is made available for access by you through WK's technical systems. You agree that your subscription to the Services is neither contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by WK or its employees, agents, or representatives regarding future functionality or features. **"Documentation"** means any supporting product help and technical specifications documentation provided to you by WK with the Services, including, without limitation, manuals and installation guides. You may access Documentation electronically through the Services. You are permitted to print and make a reasonable number of copies of the Documentation for your internal use in accordance with this Agreement, provided that you reproduce all copyright and other proprietary notices that are on the original copy of Documentation.

10. **Fees; Taxes.** You will pay the applicable fees specified in the applicable Order Form. WK's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If WK has the legal obligation to pay or collect Taxes for which you are responsible under this section, WK will invoice you and you will pay that amount unless you provide WK with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, WK is solely responsible for taxes assessable against it based on its income, property and employees. Fees are payable annually in advance unless otherwise provided for in the applicable Order Form. All fees are due within thirty (30) days of invoice date or as otherwise provided for in the applicable Order Form, and, except as otherwise specified herein, are non-cancelable and non-refundable. In the event that you place a supplemental order for Services during or following the duration of the term, you are not guaranteed the unit price reflected in any current Order Form. If any fees are owing more than thirty (30) days past the due date in WK invoice, WK may, without limiting its other rights and remedies, suspend all access, use, and Technical Support for the Services until such amounts are paid in full.

11. **Overdue Payments; Suspension.** Any payment not received by the due date will accrue late charges at the rate of 1.5% of the outstanding balance per month (19.57% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. WK may suspend access to and use of the Services until such outstanding amounts are paid in full. In the event Customer fails to pay outstanding amounts within thirty (30) days of the payment due date, WK may immediately terminate this Agreement. Customer will remain liable for such payment and may be required to pay a reactivation fee prior to being provided future access to the Services.

12. **Beta Testing, Evaluation, and Demonstration Use.** If you have received access to the Services for trial or evaluation purposes or have been provided access to the Services for demonstration or beta testing purposes, you are permitted to use the Services for beta testing, trial, evaluation, or demonstration (i.e., non-production) purposes only for the limited time period as specified in WK's beta testing, trial, evaluation, or demonstration correspondence to you. If no time period is specified, your usage is limited to a 14 day period for such purposes. The Services contains an automatic disabling mechanism that prevents its use beyond the permitted beta testing, trial, evaluation or demonstration period. Access to and use of the Services for beta testing, trial, evaluation or demonstration purposes is entirely at your own risk. If the Services are provided for beta-testing, trial, evaluation, or demonstration purposes, the Services are provided "as is", free of charge and the fees, taxes payment, license grant, indemnities, limitation of liability, term, termination, limited warranty, and technical support sections of this Agreement will not apply. If you have a paid subscription for the Services, then this section does not apply to you.

13. **Ownership of Services.** Subject to Section 5 (User Data) of this Agreement, all title, ownership rights, and intellectual property rights in and to the Services and any services or deliverables delivered pursuant to the Services belong to WK and its licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Services are protected by copyright laws and international copyright treaties and WK may incorporate certain measures in the Services to prevent their unauthorized use. You are responsible for any copyright infringement that you cause. In the event that you make suggestions regarding any features, functionality, or performance that WK adopts for any of its products including the Services (expressly excluding your Confidential Information), such features, functionality, and performance shall be deemed to be automatically assigned under this Agreement to WK and shall become the sole and exclusive property of WK.

14. **Intellectual Property and Restrictions.** WK reserves all right, title, and interest in and to the Services, including all related intellectual property rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, you acknowledge that the Services contain trade secrets and subject to applicable laws, you agree that you will not:

    (a) copy the Services, the Premium Features, or any Content or reprint or reproduce all or any portion thereof, except as permitted under this Agreement and for your own internal business purposes;

    (b) modify, adapt, or translate the Services, the Premium Features, or any Content, except as permitted under this Agreement;

    (c) de-compile, reverse engineer, or disassemble the Services or otherwise attempt to reduce the Services from object code to source code or reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the Services by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions);

    (d) use the Services, the Premium Features, or any Content to develop any works which are functionally compatible or competitive to the Services, the Premium Features, or such Content or create any works which are derived from the Services (using the Services or the Premium Features to produce reports or other tasks permitted by the Services or the Premium Features, as applicable, are not deemed to be works derived from the Services or the Premium Features);

    (e) lease, rent, loan, sell, sub-license, or distribute the Services, the Premium Features, or any Content outside your organization or to a third party (including, using the Services, the Premium Features, or

Content on a time-sharing basis, for service bureau purposes, or for the provision of a fee generating service directly or indirectly to third parties);

(f) utilize any equipment, device, software, or other means designed to circumvent or remove any security mechanisms or form of copy or usage protection used by WK or its third party licensors in connection with the Services, the Premium Features, or the Content;

(g) perform or attempt to perform any penetration testing, vulnerability testing, or similar scans, tests, diagnostics or similar analyses on WK's software and Services, including without limitation any Premium Features or Content, in any case without prior written consent of the Company;

(h) combine the Services, the Premium Features, or Content with any other software (including open source software);

(i) publicly disseminate or disclose performance information or analysis on the Services;

(j) use the Services, the Premium Features, or any Content in any manner that violates any applicable law or regulation;

(k) use any robot, spider, scraper, deep link, or other automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy, or monitor any portion of the Services, the Premium Features, or any Content;

(l) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Services web site other than the search engines and search agents available through the Services and other than generally available third-party web browsers; or

(m) attempt to post or transmit any file which contains viruses, worms, Trojan horses, or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Services, the Premium Features, or the Content.

15. **Verification.** If you are self-hosting an instance of our Service (as and to the extent permitted under the applicable Order Form), you acknowledge and agree that WK may, upon reasonable notice to you and no more than once per year, request records to verify that your use of the Services complies with the terms of this Agreement. If WK reasonably believes that such report is not correctly disclosing information of your Services usage, WK will conduct an audit at your business premises to verify that your use of the Services complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that you are in violation of this Agreement, you will reimburse WK for its reasonable expenses related to the audit and will pay any appropriate additional fees. If WK determines that Customer has not paid the Fees required for Customer's access or use of the Services Customer will be invoiced at then current rates for such unpaid fees, plus interest dating back to the time when such fees should have been paid at the rate of one and a half percent (1.5%) monthly or the maximum lawful amount, whichever is greater.

16. **Confidentiality.** Each party may have access to information that is confidential to the other party, including, but not limited to, the Services itself, User Data, the terms, conditions and pricing of your subscription type(s) and this Agreement, the security report referenced in Section 7 (Security Incident and Security Audit) of this Agreement, any information that proprietary, or generally not available to the public, whether marked as confidential or not, and regardless of form, format, media, or mode of disclosure (written, visual, electronic or other), including, without limitation: trade secrets, copyrights, patents, inventions, techniques, computer programs, software code (source and object code), custom modifications, algorithms, methods, logic, architecture and designs, business affairs, customer lists, customer information, product pricing, pricing plans, product development plans, marketing plans, test results, , know-how, business, technical and financial information a party obtains and all information clearly identified as confidential, and information which, given its nature or the circumstances surrounding its disclosure, should reasonably be considered to be confidential ("**Confidential Information**"). Confidential Information will not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party without the use or benefit of the other party's Confidential Information. The parties each agree to hold each other's Confidential Information in confidence. Neither party will disclose the other party's Confidential Information to any third party or use the other party's Confidential Information for any purpose other than for the purposes of this Agreement, except as may be required by law or valid government or court order. If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to the extent required and will be subject to confidentiality protections to the extent reasonably practicable. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement. Each party further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner or masking the data) when sending the Confidential Information.

17. **Termination for Cause.** Either party may immediately terminate this Agreement and your subscription to the Services if the other party: (a) is in material breach of any provision of this Agreement (such as, failure to pay the required subscription fees) or any agreements or terms incorporated by reference herein in the event such a

breach is curable; and (b) fails to cure the breach or within thirty (30) days after receiving written notice from the terminating party. WK may terminate this Agreement for cause immediately as specified in Standard Fusion's written notice to Customer in the event the breach of obligation(s) is uncurable, if Customer breaches Section 13 (Ownership of Service) or Section 14 (Intellectual Property and Restrictions) or if under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors: (a) a trustee, receiver, custodian or similar officer is appointed for the Customer's business or property; (b) the Customer seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors; or (c) an involuntary proceeding is commenced against Customer and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, in such case Customer agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to WK and its Affiliates.

18. **Effect of Expiration or Termination; Survival.** If your subscription term expires as provided in Section 4 (Term of Purchased Subscriptions), or this Agreement is terminated (other than for cause by you) pursuant to Section 17 (Termination for Cause), WK will terminate your access to and use of the Services. Upon the expiration or termination of your subscription, you are responsible for removing all User Data from the Services. WK will retain your User Data in the Services for a period of 30 days after expiration or termination to facilitate such removal. The termination of this Agreement will not constitute a waiver of any fees, amounts, or charges due to either party, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement. All terms that by their nature should survive termination of this Agreement will survive.

19. **Discontinuance.** WK reserves the right, in its sole and absolute discretion, to discontinue or modify the WK product(s) or any component, feature, Service (including Premium Features or Content) and related thereto, for any reason at any time by providing Customer with one hundred twenty (120) days prior written notice. If a WK product or Service is discontinued during the term provided for in the Order Form, then WK will, in its discretion, either: (i) provide Customer with a pro-rata refund of pre-paid but unused fees for the product or Service and related support; or (ii) provide Customer with access to a product or Service having substantially similar functionality for the remainder of the then-current term provided for in the Order Form.

20. **Limited Warranty and Disclaimer**

20.1 If Customer elects to deploy the Services as a hosted (SaaS) solution the following shall apply: WK warrants that the Services (including Premium Features and Content) will perform during the subscription term substantially in compliance with the functional specifications set out in the Documentation for, provided that you administer, access and use the Services in accordance with such Documentation. This warranty does not apply: (i) if the Services are modified, except by WK or its authorized representative; or (ii) if the Services are made available or licensed for evaluation, testing, or demonstration purposes. If the Services fails to operate as warranted in this Section, and you notify WK in writing of the nature of the non-compliance. WK will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If, after a reasonable opportunity, WK does not remedy the non-compliance, you may terminate your subscription to the Services and receive a refund of any prepaid, unused subscription fees for the remaining subscription term prorated from the date of your notice to the end of your then current subscription term. The foregoing remedy sets forth Standard Fusion's and its Affiliate's, suppliers, and licensor's sole liability and Customer's sole and exclusive remedy for breach of the foregoing warranty. If Customer elects to deploy the Services on-premise (as permitted in the applicable Order Form), this paragraph 20.1 shall be replaced by the terms and conditions set out in Appendix B (On-Premise Delivery Addendum).

20.2 EXCEPT AS STATED IN THE PROVISIONS OF THIS SECTION 20, THE STANDARD FUSION PRODUCTS, SUPPORT, AND SERVICES (INCLUDING ANY PREMIUM FEATURES, CONTENT, AND THE STRUCTURE OF THE SERVICES) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE WITH REASONABLE SKILL AND CARE, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY, PERFORMANCE, RELIABILITY, ACCURACY, AND RESULTS OF USE OF THE WK PRODUCT AND SERVICES (INCLUDING ANY PREMIUM FEATURES, CONTENT, AND THE STRUCTURE OF THE SERVICES). WK DOES NOT WARRANT THAT THE WK SERVICES (INCLUDING ANY PREMIUM FEATURES, CONTENT, AND THE STRUCTURE OF THE SERVICES) OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE WK PRODUCTS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WK OR ITS LICENSORS WILL EXPAND THE EXPRESS WARRANTIES STATED IN THIS SECTION OR CREATE NEW WARRANTIES.

20.3 The Premium Features and Content should not be deemed either to set forth all appropriate procedures, tests, or controls or to suggest that other procedures, tests, or controls that are not included may not be appropriate. WK does not claim that use of the Premium Features or Content will assure a successful outcome. You and your Users

are responsible for applying professional judgement to the specific circumstances presented to determine the appropriate procedures, tests, or controls. Use of the Premium Features, Content, and structure and any related materials are at your own risk and by so using you release WK and its licensors with respect to the Premium Features, Content, and structure and from any and all liability that may arise in connection with such use. No oral or written information or advice given by WK, its licensors, or their respective employees, officers, directors, contractors, distributors, or agents, will increase the scope of the express warranties stated in this Section 20 (Limited Warranty and Disclaimers), or create any new representations, warranties, or conditions.

20.4 Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you. In that event, any implied warranties are limited in duration to a ninety (90) day period commencing from the date you activate your subscription to the Services.

21. **Customer Indemnity.** Customer is solely responsible and agrees to defend, indemnify and hold harmless WK (including its employees, directors, agents and representatives) from and against any claim (including third-party claims), action, suit, damage, judgment, loss, liability or cost (including legal fees) arising out of or related to: (a) any breach of any of your obligations, representations and/or warranties under this Agreement; (b) User Data uploaded or stored in the Services; (c) a breach of your obligations with respect to the use of any Premium Features (including Content); and (d) Customer's use of the Services and/or use of any third-party software or service or Third Party Content. Customer's indemnity expressly covers any claim based on or arising out of the custody, possession, storage, transmission, processing, or management of Customer data and User Data, including claims predicated on laws or regulations concerning privacy, data protection, or rights in data (including, but not limited to, any customer data or User Data) including data collection.

22. **WK Indemnity.** Subject to the following and to the other terms and conditions set forth in this Agreement, WK agrees to defend Customer against any unaffiliated third-party claim brought against Customer, and pay damages and reasonable costs finally assessed against Customer by a court of competent jurisdiction (or, at WK's option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from infringement by Services of such third party's patents, registered trademarks, or copyrights, in each case only to the extent registered in the United States prior to the date of this Agreement; provided, that: (i) WK is notified promptly in writing of the claim; (ii) WK controls the defense and settlement of the claim; and (iii) Customer cooperates with all reasonable requests of WK (at WK's expense) in defending or settling the claim.

The foregoing infringement indemnification does not cover claims or actions based upon or arising out of: (i) any use of Services in combination with other non-WK-provided products or products with which WK software is not authorized or intended to be used; (ii) modification or alteration of Services by any person other than WK or its authorized agent; (iii) any use of Services in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; (iv) use of a superseded or altered version of some or all of Services if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of WK software that is provided to Customer; (v) failure by Customer to use a correction provided by WK if infringement would have been avoided or mitigated by the use of such a correction; or (vi) specifications, data, or instructions provided by Customer.

If all or part of the Services becomes, or in WK's opinion, is likely to become, the subject of a third-party claim of infringement or violation of such third-party's intellectual property rights, WK may, at its option: (i) procure for Customer the right to continue using the affected Services; (ii) replace the same with non-infringing materials of substantially equivalent functionality; or (iii) modify the affected Services so that they become non-infringing without materially reducing their functionality. If WK determines that none of the foregoing alternatives are commercially reasonable, WK may terminate Customer's license to or access and use of the affected Services and provide Customer with a pro-rata refund of prepaid but unearned Fees paid for the affected Services.

To the maximum extent permitted by applicable law, the provisions of this Section 22 (WK Indemnity) state the sole, exclusive, and entire liability of WK and its Affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole, exclusive, and entire remedy, with respect to any actual or claimed infringement or other violation of any third-party's intellectual property rights.

23. **Damages Exclusion; Limitation of Liability.**

23.1 Damages Exclusion. NEITHER WK, NOR IT IS LICENSORS AND AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, AND SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE OR OTHER SPECIAL LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION, LOSS OF SALES, PROFITS BUSINESS, GOODWILL, OR DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR FOR THE INABILITY TO USE THE SERVICES, PREMIUM FEATURES, CONTENT, THE PROVISION OF TECHNICAL SUPPORT (AS DEFINED BELOW) REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE.

23.2 Limitation of Liability. THE TOTAL LIABILITY OF WK AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, THE SERVICES, AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO WK IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.

24. **Notices.** Any notice given under this Agreement shall be in writing and delivered to the other party by: (i) first class mail, postage prepaid; (ii) registered or certified mail, return receipt requested; or (iii) a nationally recognized courier service. All such notices shall be effective upon receipt. Notices to Customer shall be to the address and person listed on the Order Form, or to such other address as Customer may designate in writing. Notice to WK shall be to: Wolters Kluwer Financial Services, Inc., Attn: Legal Department, 28 Liberty Street, 26th Floor, New York, NY 10005.

25. **Governing Law.** The parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," ; and (iv) in Asia Pacific: "the laws of the jurisdiction of incorporation of the legal entity listed on the Order Form". The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

26. **Dispute Resolution; Venue**. Any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer's principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in Central America or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.

27. **Arbitration Procedures.** Except for claims seeking emergency or temporary injunctive relief or other equitable relief pending arbitration (which either party may elect to pursue in any court of competent jurisdiction), the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in Section 26 (Dispute Resolution; Venue). The language of the arbitral proceedings shall be English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the parties. All aspects of the arbitration proceedings and award shall be confidential. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

28. **Injunctive Relief.** Each party agrees that any actual or threatened breach of certain sections of this Agreement (including, without limitation, confidentiality, intellectual property rights, and data security obligations) may cause irreparable harm for which monetary damages are inadequate. Either party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.

29. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT.

30. **Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, and occurring without that party's fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, labor strikes (other than those involving the party's employees), imposition of sanctions or export restrictions, computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or internet service carriers or providers ("**Force Majeure Event**"). The party affected by the Force Majeure Event will (i) use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (ii) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.

31. **Waiver and Severability.** No waiver of any right under this Agreement is effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from

any breach or failure to perform will be deemed to be a waiver of any future right arising under this Agreement. If any section of this Agreement is unenforceable, that section will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other sections of this Agreement will remain in full force.

32. **Entire Agreement.** This Agreement, the Order Form, and all other agreements and terms incorporated by reference herein or in which this Agreement is incorporated by reference comprise the complete and exclusive statement of the agreement between the parties with respect to your subscription to the Services and supersede any prior discussions or agreements, oral or written, between the parties with respect to the Services. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form, then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form. The terms of any customer purchase order or other customer ordering document or any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing will not be binding on WK and will not be construed to modify this Agreement. If you have entered into a written agreement or addendum with respect to the Services which is signed by both you and WK, such written agreement or addendum will take precedence over this Agreement to the extent expressly stated in such written agreement or addendum.

33. **Assignment** Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without WK's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations or performance under this Agreement for which WK's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

34. **Technical Support.** Technical support for the Services (**"Technical Support"**) may be included in the subscription at no additional charge, if indicated on the Order Form. In such instances, Technical Support will be provided to your employees or contractors who are authorized to use the Services. If you have purchased your subscription to the Services from an WK authorized distributor or reseller, some of the Technical Support may be provided by the distributor or reseller on terms agreed upon between you and the distributor or reseller. Technical Support does not include the development or support of any customized applications for the Services by WK. The provision of Technical Support and this Agreement do not impose any obligation on WK to release new or updated versions of the Services. Technical Support will not be provided if you are using the Services in a manner which breaches this Agreement. Technical Support is only available during the term of your paid subscription as set out in Section 4 (Term of Purchased Subscriptions).

35. **Promotions.** You agree that WK may include your name, logo, and other identifying marks in WK's published customer list and other promotional materials, which may be provided to other potential customers of WK and/or its affiliates or distributors.

36. **Monitoring Usage.** You acknowledge and agree that WK may, from time to time, review and monitor use of the Services, including analysis of individual user behaviour, in order to test and evaluate the performance of the Services and to protect the operation and integrity of WK's systems. WK may collect technical data and related account activity information, including, but not limited to, technical information about your use of the Services (for example: session length, device type, operating system), and use this information (other than User Data) for purposes of research, development, and service improvement. Such information does not include User Data and is data used by WK internally. The foregoing shall not in any way limit WK's obligations under Sections 6 (Protection, Ownership, and Use of User Data) or 16 (Confidentiality) of this Agreement.

37. **Compliance with Data Privacy Laws.** To the extent WK receives Personal Information on Customer's behalf that is subject to the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798) and any regulations promulgated thereunder or related thereto ("CCPA"), Standard Fusion will implement and maintain reasonable security measures to protect Customer's Personal Information from unauthorized access, destruction, use, modification, or disclosure. Customer is engaging WK as a Service Provider to process Customer's Personal Information on its behalf and in furtherance of one or more enumerated Business Purposes under applicable law. WK shall not retain, use, or disclose Customer's Personal Information for any purpose other than performing its obligations pursuant to this Agreement, or as otherwise permitted under applicable law. WK shall notify Customer if it receives a Consumer request regarding Customer's Personal Information. WK shall provide reasonable assistance to Customer to meet its response obligations under applicable law. As required by applicable law, WK shall comply with deletion and access requests for Consumer's Personal Information. For purposes of this subsection, "Business Purpose", "Commercial Purpose", "Consumer", "Processing", "Personal Information", "Sell", and "Service Provider" shall have the meanings given to such terms by the CCPA. When applicable and required under the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the parties will

enter into WKs's standard Data Processing Addendum setting forth the terms and conditions of WK's processing of such Customer Data pursuant to this Agreement.

38. **No Construction Against Drafter.** Each of the parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order Form hereunder. As a consequence, in construing this Agreement including any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

39. **Counterparts**. The Order Form which forms part of this Agreement may be executed by electronic means and in counterparts, which taken together shall form one legal instrument.

Wolters Kluwer

SCHEDULE A

TEAMMATE RISK & COMPLIANCE SERVICES LEVEL AGREEMENT

This Services Level Agreement ("**SLA**") applies to certain customers who have purchased the WK Services, as indicated in the respective customer's Order Form. Capitalized terms used but not defined herein have the meanings given to them in the TeamMate Risk & Compliance Terms of Service (the "**Agreement**") that reference this SLA.

1. **Services Level.** WK will use commercially reasonable efforts to make the Services operational and available to you at least
99.9% of the time in any calendar month, excluding periods of Scheduled Maintenance (the "**Performance Commitment**"). If WK does not meet the Performance Commitment, and if you meet your obligations under the Agreement and this SLA, you will be eligible to receive the Service Credits described below. This Performance Commitment states your sole and exclusive remedy for any failure by WK in providing the Services. Notwithstanding the foregoing, if WK fails to meet its Performance Commitment for three consecutive months during your subscription term, you may terminate your subscription and the Agreement for material breach.

2. **Definitions.**

(a) "**Downtime**" means a period of at least 10 consecutive minutes during which the Services is unavailable and cannot be accessed or used. Intermittent interruption, downtime for a period of less than 10 minutes or unavailability of the Services caused by circumstances beyond WK's reasonable control, including, but not limited to, external forces affecting the reliability of the internet, computer systems or other devices or mediums through which you access the Services will not be counted as Downtime.

(b) "**Monthly Uptime Percentage**" means the Scheduled Services Uptime (defined below) minus the total number of minutes of Downtime in a calendar month, divided by the Scheduled Services Uptime.

Example: In a 30-day month, if there were 200 minutes of Scheduled Maintenance and 100 minutes of Downtime, the Monthly Uptime Percentage for that calendar month would be:

$$\frac{(43{,}200 - 200 - 100)}{(43{,}200 - 200)} = 99.77\%$$

(c) "**Scheduled Maintenance**" means occasional maintenance to add resources, upgrade software, install security patches, or similar operations, each with respect to the Services. Scheduled Maintenance typically occurs during the period of lowest anticipated system usage. System notification will be provided in advance of Scheduled Maintenance. During Scheduled Maintenance, certain components of the Services may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed.

(d) "**Scheduled Services Uptime**" means the total number of minutes in a calendar month (e.g., 43,200 minutes in a 30-day month) less the number of minutes of Scheduled Maintenance in such month.

3. **Service Credits.** If the Monthly Uptime Percentage for any calendar month is less than 99.9%and you are impacted by any Downtime (for example, if the Downtime occurs during 1:00 a.m. to 2:00 a.m. Pacific Standard Time and you are not accessing the Services during this time, you are not impacted by any Downtime), WK will extend your Services subscription term, at no charge, by the applicable number of days noted in the table below. By way of illustration, in the Example provided above, the customer would be entitled to three (3) days additional Services at no charge.

Monthly Uptime Percentage	#Days Service Subscription is Extended
99.9% to 99.0%	3
98.9% to 95.0%	5
< 95.0%	7

4. **Customer Must Request Services Credit**. In order to receive a Services Credit as described above, you must notify WK within 30 days from the last day of the calendar month for which you wish to receive a Services Credit. No Services Credits will be issued after this 30 day period.

5. **Maximum Services Credits.** The aggregate maximum number of Services Credits to be issued by WK to you for any and all Downtime in a single calendar month will not exceed 10 days of Services added to the end of your subscription term for the Services. Services Credits may not be exchanged for, or converted to, monetary amounts.

6. **Services Credit Exclusions.** The Performance Commitment does not apply to (and no Services Credits are available to you as a result of) any unavailability, suspension, or termination of a Services (a) caused by factors outside WK's reasonable control, including any Force Majeure event; (b) that results from your actions or inactions or those of any employee, contractor, agent, or third party acting on your behalf; (c) that results from your systems or software or from any non-WK equipment, software, or technology (other than third party equipment within WK's direct control); (d) Scheduled Maintenance; or (e) that results from a suspension or termination of your right to use the Services in accordance with the Agreement.

SCHEDULE B

ON PREMISE DELIVERY ADDENDUM

This On Premise Delivery Addendum ("**On-Prem Delivery Addendum**") sets forth alternative terms to those contained in paragraph 20.1 of the TeamMate Risk & Compliance Terms of Service and applies solely when Customer elects an on-premise deployment (as permitted under the applicable Order Form). In such case, this On-Prem Delivery Addendum replaces paragraph 20.1 in its entirety. Except for the replacement of paragraph 20.1 as described above, the TeamMate Risk & Compliance Terms of Service (including all limitations of liability and disclaimers of warranty) shall continue to apply in full. In the event of any conflict between this On-Prem Delivery Addendum and the TeamMate Risk & Compliance Terms of Service, this On-Prem Delivery Addendum shall prevail solely with respect to the matters set out herein. Any capitalized terms used but not defined in this On-Prem Delivery Addendum shall have the meaning assigned to them in the TeamMate Risk & Compliance Terms of Service.

Replacement of Paragraph 20.1 for On-Premise Deployment

If the Service is licensed for on-premise delivery and use on Customer's server or on a server managed by Customer's third-party provider, WK will make the Services available to Customer after signing the Order Form. WK will be responsible for initial installation of the Services and will provide Onboarding Services identified in the Order Form. For purposes of the Agreement, the delivery date for the Service is the date the Order Form is signed by both parties. Customer's acceptance will be deemed thereupon, or, Customer's order or renewal of Support or performance of Services, as applicable. WK will bear all risk of loss for the Service until delivery to or download by Customer. WK warrants that the on-premise Service will perform substantially in accordance with the functional specifications in the Documentation for a period of ninety (90) days from the date the Service is first delivered or made available to Customer for use, provided that Customer installs, administers, accesses, and uses the Service strictly in accordance with the Documentation. Customer acknowledges and agrees that the on-premise version of the Service requires the use of license keys issued by WK. Such license keys are unique to Customer, contain embedded expiry dates, and will cause the Service to cease functioning upon expiry unless a renewed license key is issued. Customer is responsible for installing updated license keys provided by WK. This warranty does not apply: (i) if the software application is improperly installed by Customer on premise or used on premise on an operating system that is not recommended or altered or (ii) if the Services are modified, except by WK or its authorized representative; or (iii) if the Services are made available or licensed for evaluation, testing, or demonstration purposes; or (iv) if Customer uses outdated versions of the Service or fails to install all updates, patches, or new versions provided by WK; (v) where Customer fails to maintain the technical environment required in the Documentation. If the Services fails to operate as warranted in this Section, and you notify WK in writing of the nature of the non-compliance. Any warranty claims must be made to WK in writing prior to the expiration of the ninety (90) day warranty period. WK will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If, after a reasonable opportunity, WK does not remedy the non-compliance, you may terminate your subscription to the Services and receive a refund of any prepaid, unused subscription fees for the remaining subscription term prorated from the date of your notice to the end of your then current subscription term. The foregoing remedy sets forth Standard Fusion's and its Affiliate's, suppliers, and licensor's sole liability and Customer's sole and exclusive remedy for breach of the foregoing warranty. The warranties in Section 20 (Limited Warranty) do not apply to and, to the fullest extent permitted by law, WK shall have no responsibility for and hereby disclaims, breaches of warranty related to the Services when provided to Customer on-premise to the extent such breach arises from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Services by any person other than WK (except as directed or authorized by WK); (iv) the combination of the Services with products or services not provided by WK (except as directed or authorized by WK); (v) use of any portion of the Services in a manner not permitted or contemplated by this Agreement or the Documentation; or (vi) use of an earlier version of some or all of the Services other than the current version or use of the Services without all updates installed. Customer acknowledges that certain features, functionalities, or content available in the hosted (cloud) version of the Service may be limited or unavailable in the on-premise deployment, including but not limited to AI-based features, cloud-dependent automation, integration-based capabilities, and access to WK's content libraries and updates thereto. Such limitations shall not constitute a defect, non-conformity, or breach of warranty. Customer further acknowledges that WK does not guarantee support for older versions of the on-premise Service and may require Customer to update to a newer version as a condition for receiving support.