

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF THE SERVICES AND ACCESS TO CONCENTRIX'S PRODUCTS AND PLATFORM. BY CLICKING "I AGREE" OR "PURCHASE", SIGNING AN ORDER REFERENCING THIS AGREEMENT, OR USING THE SERVICES, YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION. YOU CONFIRM THAT YOU HAVE THE AUTHORITY TO BIND YOUR ORGANIZATION, REFERRED TO HERE AS "CLIENT," "YOU," OR "YOUR." IF YOU LACK THIS AUTHORITY, DO NOT UNDERSTAND THE AGREEMENT, OR DISAGREE WITH THE TERMS, PLEASE LEAVE THE SITE IMMEDIATELY AS YOU ARE NOT AUTHORIZED TO ACCESS THE SERVICES. THE SPECIFIC SERVICES PROVIDED BY CONCENTRIX WILL BE DETAILED IN ONE OR MORE ORDERS REFERENCING THIS AGREEMENT.

1. DEFINITIONS

1.1 "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Artificial Intelligence or AI" is a broad term (including Generative Artificial Intelligence) that refers to machines or computers being able to perform tasks that typically require human intelligence, such as problem-solving or speech recognition.

1.3 "Authorized User" refers to a Client employee or an individual consultant, vendor, or contractor authorized by Client to access the Platform and use the Subscription Services. The total number of Authorized Users is specified in the applicable Order. Concentrix acknowledges that Client is not required to disclose the identities of these Authorized Users.

1.4 "Client," "you," and "your" refers to the organization entering into this Agreement with Concentrix.

1.5 "Client Data" means Client materials, its customers' data and other data in emails, phone conversations, texts, and other communications, provided to, or accessed by Concentrix in the course of providing the Services.

1.6 "Client Reports" has the meaning specified in Section 2.2.

1.7 "Cloud Infrastructure Monitoring" is a service offered to existing Platform users that monitors our Cloud infrastructure health. The Cloud Infrastructure Service will be deemed to be included within the definition of "Services" for purposes of this Agreement.

1.8 "Concentrix," "us," "our," and "we" refers to the Concentrix entity in the applicable Order.

1.9 "Concentrix Data" shall mean (i) software, tools, techniques, trade secrets, templates, methodologies, knowledge bases, algorithms, models, or other intellectual property previously created or owned by Concentrix or developed by Concentrix outside the scope of this Agreement, (ii) data collected or generated in the provision of access to the Platform, including training datasets, model parameters, output data, and any derivative works, and includes (iii) Data.

1.10 "Concentrix Reports" mean any reports created by Concentrix and provided to Client through the Services.

1.11 "Confidential Information" has the meaning set forth in Section 6.

1.12 "Data" means any information, content, or data that is available or accessible to Client via the Platform, including all Updates thereto.

1.13 "Documentation" means any written specifications, user documentation, training materials, validation test plans, and other documents relating to the Services that Concentrix provides to Client.

1.14 "Feedback" means any suggestions, ideas, enhancement requests, recommendations, improvements, corrections, or other feedback or input relating to our offerings, provided by You or your Authorized Users.

1.15 "Fees" means collectively, the fees owed to Concentrix for the Services, in accordance with the Order.

1.16 "Maximum Number of Authorized Users" means the maximum number of users specified in the Order.

1.17 "Order" means an ordering document, specifying the Services, including any addenda and supplements. An Order will include a description of the Services, the applicable Fees, Term, Maximum Number of Authorized Users, and any additional terms mutually agreed by the Parties pertaining to the Services.

1.18 "Party" and related terms. As used herein: (i) "parties" means Concentrix and Client collectively, (ii) "party" means either Concentrix or Client, as the context dictates, and (iii) "third party" or "third parties" means any person(s) or entity(ies) other than the parties.

1.19 "Platform" means the Services, Website, Data, Updates, Support Services, and the Documentation, but excluding any Third-Party Services.

1.20 "Professional Services" means implementation, deployment, customization, integration, or other professional services (excluding Support Services) that Concentrix may perform for Client pursuant to an Order.

1.21 "Relevant Documents" means this Agreement, the Documentation, the [Acceptable Use Policy](#), the [Privacy Policy](#), the [California Privacy Policy](#), the [Service Level Agreement](#), the [Order Form](#) and the [Data Protection Addendum](#) (as applicable).

1.22 "Services" refers to both Subscription Services and Professional Services.

1.23 “Subscription Services” means the Concentrix platforms, products, API(s), reports and related services provided to Client hereunder, as further described in the Order.

1.24 “Subscription” has the meaning specified in Section 2.1.

1.25 “Term” means the period of time, as further described in Section 2 of this Agreement, and set forth in an Order.

1.26 “Third-Party Services” means software, services, applications, or tools not owned or controlled by Concentrix, but accessible through or integrated with the Platform. This includes third-party products or technologies such as cloud services, data storage, payment processing, and communication tools, whether accessed directly or via the Platform.

1.27 “Updates” means updates, to the Subscription Services and/or Data, which are periodically made available to Client during the Term.

1.28 “Website” means any website or other access point through which Concentrix provides access to the Subscription Services.

2. SERVICES

2.1 Subscription. Subscription Services are purchased as subscriptions for the Term stated in the applicable Order or in the applicable online purchasing portal.

2.2 Use and Access Rights. Subject to this Agreement and timely Fee payment, Concentrix grants the Client access to the Subscription Services (during the Term) for Authorized Users (up to the Maximum Number). Authorized Users can: (a) access and use the Subscription Services and data for internal purposes, such as generating Client Reports; and (b) use the Documentation.

Each Authorized User must have a unique username and password, which cannot be shared. The Client is solely responsible for all activities that occur under Authorized User accounts, including ensuring compliance with the Acceptable Use Policy. Any Feedback provided by the Client can be freely used by Concentrix without confidentiality obligations. The Client must adhere to usage restrictions specified in the Order. To increase usage limits, the Client must notify Concentrix, finalize an Order, and pay the associated Fees. Concentrix will monitor usage monthly, and if actual usage exceeds purchased amounts, the Client will be invoiced for any excess usage.

2.3 Client Responsibilities. The Client will: (a) use the Services in accordance with Relevant Documents and laws; (b) ensure Authorized Users comply with this Agreement and the applicable Order; (c) be responsible for the accuracy, quality, and legality of Client Data, including obtaining necessary consents; and (d) prevent unauthorized access to the Platform and promptly notify Concentrix of any suspected breach.

Any breach by the Client or Authorized Users that threatens the security or integrity of the Platform may lead to immediate suspension of the Services. Concentrix will make reasonable efforts to provide

notice and an opportunity to remedy the issue before suspending access.

2.4 Use Restrictions. In addition to the Acceptable Use Policy, Client will not: (a) share the Subscription Services with anyone other than Authorized Users or use them for non-Client benefits, except as specified in an Order; (b) modify, adapt, alter or translate the Subscription Services; (c) sublicense, lease, sell, resell, rent, loan, or distribute the Subscription Services; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive or determine, the source code (or the underlying ideas, algorithms, structure or organization) of the Subscription Services or any part thereof; (e) interfere with the operation of the Subscription Services or attempt to probe, scan or test vulnerabilities without authorization; (f) store or transmit illegal or infringing material or violate third-party privacy rights; (g) copy, disclose, or create derivative works from the Subscription Services; (h) use the Subscription Services to build a competing product or engage in competitive analysis; (i) access the Subscription Services through unauthorized interfaces; (j) use the Subscription Services for critical functions; (k) remove or obscure proprietary notices by Concentrix or its licensors; or (l) use the Subscription Services in any manner exceeding what is permitted in this Agreement or an applicable Order.

2.5 Third-Party Services. The Services may integrate with certain Third-Party Services, which are governed solely by their own terms and conditions. Concentrix does not endorse or take responsibility for these services, including their data security practices or availability. The Client assumes all liability for the use of Third-Party Services. If specified in an Order, the Client may enable these integrations, which involve: (a) instructing Concentrix to share Client Data with Third-Party providers to facilitate integration; and (b) granting Concentrix permission to allow these providers access to Client Data and usage information relevant to the integration. The Client is responsible for instructing Third-Party providers on the use and protection of Client Data. Concentrix and Third-Party providers do not act as processors or sub-processors of Personal Data for each other. Concentrix has no obligation to provide continued access or integrations with Third-Party Services.

2.6 Support Services. Concentrix shall provide the Support Services as described in the Service Package set out in the Service Level Agreement, as selected by you under your Order.

2.7 Analytics. Concentrix may use analytics to monitor, identify, and collect trend and usage statistics with respect to Clients (its customers or end users and Authorized Users) and organizations through the Platform, including, without limitation, how often different features of the Website or the Services are used, how often different buttons and menu items are clicked, execution time for different operations, error reports, download locations, versions, platform information, application and Subscription Services, or the Website usage, features usage, exception tracking, and operating system information (collectively, “Analytical Information”). For avoidance of doubt, Analytical Information does not include any information that personally identifies the Client or any Authorized User. Client hereby agrees that Concentrix may collect such Analytical Information and use it solely to provide, secure, operate, manage, maintain, and enhance the Subscription Services, the Website, and

the Data, and to develop new or enhanced functionality.

2.8 Changes to the Platform. Concentrix may make changes to features and functionality of the Platform during the Term. If Concentrix makes a change to the Platform that has a material adverse effect on the functionality of the Subscription Services, taken as a whole, we will notify Client in advance. Client's continued use of the Services following any changes constitutes acceptance of the changes. If Client disagrees with any changes, it must immediately cease using the Platform.

2.9 Data Privacy and Data Protection Addendum. During the Term, the Services will include appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of Client Data. These measures will be at least as rigorous as either (a) the data policies outlined in the Data Protection Addendum, which is incorporated by reference into this Agreement, or (b) the technical standards required by applicable law. If Concentrix discovers or is notified of a security breach involving Client Data, it will promptly notify the Client.

2.10 Use of Personal Data. If the Client discloses Personal Data, to the extent required under the Relevant Document(s), such Personal Data will be managed in accordance with Concentrix's Privacy Policy. Concentrix will act as a Processor as defined under GDPR and applicable data protection laws. The terms in the Data Protection Addendum will govern the processing of this Personal Data.

2.11 Notice Regarding California Consumer Privacy Act ("CCPA"). If the Client discloses Personal Data of California consumers to Concentrix to provide the Services, Concentrix may be deemed a "service provider" under CCPA. Concentrix acknowledges that this information is disclosed for a valid business purpose and to perform the Services outlined in this Agreement in accordance with the California Privacy Policy.

2.12 Professional Services. Subject to this Agreement and payment of applicable Fees, Concentrix will provide the Professional Services pursuant to an Order. Upon full payment of the Fees, the Client will own the copyright to any newly created materials delivered as part of the Professional Services ("Deliverables"). Concentrix grants the Client a non-exclusive, non-transferable, revocable license to use any Concentrix materials included in these Deliverables for the purpose of receiving the Professional Services. For avoidance of doubt, Client's receipt of Professional Services does not grant the right to use any Subscription Services. Client is solely responsible for ensuring the security, integrity and backup of its systems and data prior to providing access to Concentrix for the performance of Professional Services. Concentrix disclaims all liability for any damages, losses or disruptions arising from Concentrix's access to Client's systems, databases, networks, or other infrastructure in connection with Professional Services.

2.13 Private Preview Services. The Client acknowledges that prior to launching the Subscription Services, they may have participated in Private Preview Services under a separate Private Preview Agreement. The Private Preview Agreement will govern the Private Preview Services and take precedence over this Agreement in

case of any conflicts related to those services. "Private Preview Services" refers to an optional, pre-release version of a product or service provided by Concentrix to select customers and partners for feedback before public release.

3. FINANCIAL TERMS

3.1 Fees. The Client will pay Concentrix the Fees outlined in the relevant Order for the Services. Starting 12 months after the initial Term begins, Concentrix may increase Fees by up to 5% annually. Any fee changes will be indicated on the invoice.

3.2 Payment Terms. Fees for the Services or any billable amounts under this Agreement, including fixed Subscription Services fees, are due within 30 days from the Order start date or receipt of the corresponding invoice (the "Payable Date") and are non-refundable. Any undisputed unpaid amounts after 30 days from the Payable Date will incur a service charge of either: (i) 1.5% per month on the unpaid amount, or (ii) the maximum legal rate allowed, until full payment is received by Concentrix. If the Client fails to pay on time, Concentrix may suspend the Services and/or terminate this Agreement per Section 4.3. The Client is also responsible for all collection costs, including outside attorneys' fees.

3.3 Taxes. The Fees exclude applicable transaction taxes. If Concentrix is legally obligated to pay any federal, state, local, or value-added taxes based on this Agreement, these taxes will be invoiced to the Client as a separate line item on the invoice. However, the Client is not responsible for paying any payroll, franchise, corporate, partnership, succession, transfer, excise, profits, or income taxes of Concentrix.

3.4 Expenses. All Concentrix expenses beyond the Fees specified in Section 3 or an Order require prior written approval from the Client. The Client will reimburse Concentrix for reasonable travel and out-of-pocket expenses related to Professional Services.

4. TERM AND TERMINATION

4.1 Term. This Agreement remains effective as long as the Client accesses or uses the Services or has an active Order, unless terminated per the provisions of this Agreement or the applicable Order. The Term for the Services is outlined in the corresponding Order and is non-cancelable, except as specified in Section 4.3.

4.2 Subscription Renewals. The Term for the Subscription Services will automatically renew for successive one-month periods unless either party provides at least 30 days' written notice before the end of the current term to decline renewal, at the Fees described in Section 3.1 and specified in the Order.

4.3 Termination. Concentrix reserves the right to immediately revoke the Client's access to the Platform, without penalty, if deployment is prohibited by local law. In addition to any express rights of Concentrix to terminate this Agreement as set forth in the Relevant Documents, either Party may terminate this Agreement and/or any Order if the other Party: (i) breaches any material obligation and fails to remedy it within 30 days (or 10 days for non-payment) after receiving written notice; (ii) if the Client admits in writing that it cannot

pay its debts as they become due; or (iii) if the Client initiates bankruptcy proceedings or consents to a bankruptcy petition against it.

4.4 Effect of Termination or Expiration. Upon termination or expiration of this Agreement: (a) the Client must pay Concentrix for any undisputed Fees owed up to the termination date; (b) there will be no refunds for any prepaid but unused Service Fees, except if the termination was initiated by the Client for cause under Section 4.3; (c) all rights granted to the Client will cease, and the Client must immediately stop accessing the Platform and delete all Concentrix Data and Confidential Information, although Client Reports created prior to termination may be retained; (d) both Parties must return or certify the destruction of all materials containing Confidential Information from the other Party; and (e) any expiration or termination will not affect rights or obligations incurred before that termination or expiration.

4.5 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 1 ("Definitions"), Section 2.4 ("Restrictions on Use"), Section 4.4 ("Effect of Termination or Expiration"), Section 5 ("Intellectual Property"), Section 6 ("Confidentiality"), Section 7.2 ("Disclaimer"), Section 8 ("Limitation of Liability"), Section 9 ("Indemnification"), Section 10 ("Miscellaneous Provisions"), and this Section 4.5 ("Survival"), along with all outstanding payment amounts.

5. INTELLECTUAL PROPERTY

5.1 Concentrix Subscription Services. Concentrix retains all rights, title, and interest in the Concentrix Data, Feedback, and Platform, including all associated source code, object code, materials, deliverables, and intellectual property rights (collectively, the "Concentrix Intellectual Property"). The Client has no rights to the Concentrix Intellectual Property other than those specifically granted under this Agreement and is prohibited from developing or allowing any third party to develop software tools or applications that interface with the Subscription Services.

5.2 Client Data. Client Data is owned solely by the Client. During the Term, the Client grants Concentrix, its Affiliates, and applicable contractors a non-exclusive, worldwide, royalty-free license to host, copy, use, display, and transmit Client Data as needed to ensure proper operation of the Platform. Upon the Client's request within 30 days after termination or expiration of this Agreement, Concentrix will provide access to Client Data. After this period, Concentrix is not obligated to maintain the Client Data and will delete or destroy all copies unless legally required to retain it, in which case confidentiality and data security terms will remain applicable until the data is deleted.

5.3 Outputs. Clients and Authorized Users may submit inputs to the Subscription Services ("Inputs") and receive generated output ("Output"). Concentrix owns all Output, and the Client understands that similar outputs may be generated for others due to machine learning. Concentrix and its third-party providers may utilize Inputs to train and artificial intelligence ("AI") and/or generative artificial intelligence ("GenAI") models to improve Services as specified in this Agreement.

6. CONFIDENTIALITY AND PUBLICITY

6.1 Definition of Confidential Information. For this Agreement, "Confidential Information" includes: (a) For Concentrix: the Platform, all related source code, Concentrix Data, Services pricing and Fees, and any other non-public information about its legal or business affairs, financing, or customers; for the Client: Client Reports, Client Data, and any non-public information regarding its legal or business affairs, products, services, financing, or customers. Confidential Information excludes information that: (i) is or becomes public without the Receiving Party's involvement; (ii) was known to the Receiving Party before disclosure; (iii) is independently developed by the Receiving Party without access to the Confidential Information of the Disclosing Party; or (iv) is obtained from a third party without restrictions.

6.2 Use and Disclosure of Confidential Information. The Receiving Party will: (i) use Confidential Information only for fulfilling its obligations and exercising its rights under this Agreement; (ii) limit disclosure to employees and consultants who need to know for performance; and (iii) not disclose to third parties without written authorization from the Disclosing Party.

6.3 Protection of Confidential Information. The Receiving Party will protect Confidential Information with at least the same care as its own confidential information, but no less than a reasonable degree of care.

6.4 Compliance by Personnel. Before granting access to any personnel, employee, consultant, contractor or vendor ("Representatives"), the Receiving Party will inform them of the confidential nature of the information and require compliance. The Receiving Party is responsible for any violations by these Representatives.

6.5 Required Disclosures. If the Receiving Party is legally compelled to disclose Confidential Information, it must promptly notify the Disclosing Party to allow for protective measures. If a protective order is not obtained or compliance is waived, only the legally required portion of the Confidential Information will be disclosed, and the Receiving Party shall use reasonable efforts to afford confidential treatment of such disclosed portion of the Confidential Information.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Mutual Representations and Warranties. Each Party represents and warrants that it has the full right, power, and authority to enter into this Agreement, to discharge its obligations hereunder, and to grant the rights granted hereunder.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED ABOVE IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONCENTRIX MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CONCENTRIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CONCENTRIX DOES NOT MAKE ANY WARRANTY REGARDING THE OUTPUTS THAT MAY BE GENERATED

FROM USE OF AI, INCLUDING WITH RESPECT TO THE FACTUAL ACCURACY OR RELIABILITY OF ANY OUTPUTS OR SUITABILITY FOR YOUR USE CASE. YOU SHOULD INDEPENDENTLY VERIFY AND VALIDATE ANY INFORMATION PROVIDED BY THE AI OR GENERATIVE AI AND AGREE THAT YOUR USE OF ANY GENERATIVE AI OUTPUTS IS DONE AT YOUR SOLE RISK. DUE TO THE CURRENT NATURE OF GENERATIVE TECHNOLOGY, YOU SHOULD NOT RELY ON CONCENTRIX'S AI AS A SINGLE SOURCE OF FACTUAL INFORMATION. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CONCENTRIX OR THROUGH CONCENTRIX'S AI SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. CONCENTRIX DOES NOT WARRANT UNINTERRUPTED, ACCURATE, OR ERROR FREE PERFORMANCE OF SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONCENTRIX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. LIMITATION OF LIABILITY

8.1 Liability Exclusion. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THE RELEVANT DOCUMENTS, PLATFORM, CLIENT REPORTS, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

8.2 Limitation of Damages. EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE PLATFORM, CONCENTRIX REPORTS, CLIENT REPORTS, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID OR PAYABLE TO CONCENTRIX BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.

8.3 Exceptions . THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 8.1 AND SECTION 8.2 ABOVE SHALL NOT APPLY TO (I) THE FAILURE OF CLIENT TO MAKE PAYMENTS, (II) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (III) YOUR LIABILITY TO US IN CONNECTION WITH USE OF CONCENTRIX DATA OR THE PLATFORM OUTSIDE THE SCOPE OF THE APPLICABLE RIGHTS GRANTED PURSUANT TO THIS AGREEMENT, (IV) LIABILITY RESULTING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR (V) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.

9. INDEMNIFICATION

9.1 Indemnification by Concentrix. Concentrix will defend and indemnify Client and its officers, directors, employees, Authorized Users, and agents (each, a "Client Indemnitee") against any third party claim alleging that the Subscription Services, Documentation, or Website infringes or misappropriates any U.S. patent, copyright, trade secret, or other intellectual property right of any third party; provided, however, that Concentrix shall have no obligation to the extent any claim arises from or is based upon use by Client, or any Authorized User of: (a) the Subscription Services, the Website, and/or the Data in a manner for which they were not authorized by this Agreement; or (b) any unauthorized enhancements, modifications, alterations, or implementations of the Subscription Services, the Website and/or the Data; or (ii) the Claim arises from use of the Subscription Services in combination or integration with unauthorized modules, apparatus, hardware, software, or other services; (iii) the Claim arises from Client's use of the Subscription Services and/or the Data that violates this Agreement or any applicable law, rule, or regulation of any governmental authority or self-regulatory agency or authority; (iv) the Claim arises from or relates to any publicly available or third party data or content (including but not limited to, any Data available on the Internet or the Deep and Dark Web; or provided by third party licensors); or (v) otherwise arising from use of or access to Cloud Infrastructure Monitoring.

9.2 Intellectual Property. In the event that Concentrix reasonably determines that the Subscription Services, Documentation, or Website is likely to be the subject of a claim of infringement or misappropriation of third-party rights, Concentrix shall have the right (but not the obligation), at its own expense and option, to: (i) procure for Client the right to continue to use the Subscription Services, Documentation, or Website for the remainder of the then-current Term, (ii) replace the infringing components of the Subscription Services, Documentation, or Website with other components with the same or similar functionality that are reasonably acceptable to Client, or (iii) suitably modify the Subscription Services, Documentation, or Website so that it is non-infringing and reasonably acceptable to Client. If none of the foregoing options are available to Concentrix on commercially reasonable terms, Concentrix (a) may terminate this Agreement without further liability to Client, and (b) shall refund to Client an amount equal to a pro rata portion of any Fees prepaid by Client hereunder as of the effective date of the termination. This Section 9.2, together with the indemnity provided under Section 9.1, states Client's sole and exclusive remedy, and Concentrix's sole and exclusive liability, arising from or related to infringement or misappropriation of any intellectual property rights of a third party.

9.3 Indemnification Payments. For any claim subject to indemnification under this Section 9, the party providing indemnification ("Indemnifying Party") will pay: (A) damages that a court finally awards to such third party on account of the claim, or the amount of any settlement: (i) agreed to by the Indemnifying Party if the Indemnifying Party has assumed control of the defense of the claim or (ii) agreed in to good faith by the party seeking indemnification ("Indemnified Party"), after reasonable notice to and consultation with the Indemnifying Party, if the Indemnifying Party has not assumed

control of the defense of the claim; and (B) reasonable attorneys' fees and costs of investigation incurred by the Indemnified Party following its provision of the notice required under Section 9.4 and prior to the Indemnifying Party's assuming control of the defense of such claim.

9.4 Indemnification by Client. Client will defend and indemnify Concentrix and its officers, directors, employees, and agents (each, a "Concentrix Indemnitee") from and against any and all losses incurred by such Concentrix Indemnitees in connection with any claim to the extent arising from, relating to, or alleging that Client and/or any Authorized User: (i) has not complied with any of the provisions of Section 2 of this Agreement; (ii) otherwise arising in connection with use of Cloud Infrastructure Monitoring; (iii) any breach or alleged breach of any of Client's representations, warranties or obligations set forth in this Agreement; and/or (iv) arising out of or related to any claims, actions, or proceedings that result from Concentrix acting in accordance with Client's directions, instructions, or specifications. Nothing herein shall restrict the right of Concentrix to participate in a claim, action or proceeding through its own counsel and at Concentrix's own expense.

9.5 Indemnification Process. The Indemnifying Party's obligations under this section are contingent on the indemnified party: (i) promptly providing written notice of the claim to the Indemnifying Party; provided, however, that any delay in providing such notice shall not relieve the Indemnifying Party of any of its obligations except to the extent that the Indemnifying Party is actually prejudiced by such delay, (ii) giving the Indemnifying Party sole control of the defense and settlement of the claim, and (ii) providing the Indemnifying Party, at the Indemnifying Party's expense, all reasonable assistance in connection with such claim. In no event will an Indemnified Party be liable for any settlement that admits any fault of or imposes any monetary liability on an Indemnified Party without its prior written consent (such consent will not be unreasonably withheld or delayed).

10. MISCELLANEOUS

10.1 Non-Solicitation of Employees. Neither Party shall directly solicit, divert, or recruit any employee of the other Party who was involved with the Platform during the Term, without prior written consent. This restriction lasts for twelve (12) months after the Term. However, this does not apply to individuals responding to general public solicitations.

10.2 Client Certifications. Upon Concentrix's written request, the Client must provide a written certification signed by an executive confirming compliance with this Agreement. The certification shall include an accounting of the total number of Authorized Users accessing the Platform, based on the Client's reasonable efforts. These requirements will remain in effect for one (1) year after the Agreement's termination.

10.3 Audit Rights. Concentrix may audit the Client's use of the Services and compliance with Relevant Documents, including usage metrics, Authorized User locations, and access logs. The Client shall provide Concentrix access to systems and maintain accurate records of Authorized Users. Upon Concentrix's request, during or after the Term, the Client shall submit a written summary of Subscription Services usage.

10.4 Notices. Notices under this Agreement must be in writing and are deemed received when (i) delivered in person, (ii) sent by confirmed email to the Order address, or (iii) sent via certified mail or reputable courier to the Order address. Notices take effect upon receipt or five business days after mailing, whichever is earlier. Notices to Concentrix should go to the address in the Order, with a copy to legalnotices@concentrix.com, while notices to the Client should be sent to the specified email. Either party can update contact details by notifying the other in writing.

10.5 Modification and Updates. Concentrix may modify the Relevant Documents periodically. Changes will take effect for the Client either (a) upon renewal of the current subscription or (b) on the effective date of a new Order after the updated documents are in effect. Continued use of the Platform after updates indicates Client's acceptance of the new version.

10.6 Relationship of the Parties. Each Party is an independent contractor of the other Party. Nothing herein will constitute a partnership between or joint venture by the Parties, or constitute either Party the agent of the other.

10.7 Assignment. The Client may not assign this Agreement or its rights and obligations, except to the surviving entity in a merger, acquisition, or asset sale, with prior written notice to Concentrix. Concentrix can assign this Agreement freely to an Affiliate or in connection with a merger, acquisition, reorganization, or asset transfer. Any other assignment is void. If either Party is acquired by or sells assets to a direct competitor, either Party may terminate this Agreement with written notice.

10.8 Force Majeure. Except for the Client's obligation to pay Fees, neither Party will be liable for failure or delay in performance due to circumstances beyond its reasonable control, such as acts of God, natural disasters, terrorism, riots, war, strikes, fire, floods, government actions, Internet service provider issues, supplier failures, or any other reason beyond the reasonable control of the non-performing Party.

10.9 Choice of Law. This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

10.10 Exclusive Forum. The Parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in New York, in New York County, in the borough of Manhattan for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement. The Parties further agree that service of any process, summons, notice, or documents to a Party by registered or certified mail, or by nationally or internationally recognized private courier service (in each case in accordance with [Section 10.4](#)) shall be effective service of process for any action, suit, or proceeding brought against such Party in any such court.

10.11 No Waiver. The rights and remedies of the Parties under this Agreement are cumulative, not alternative. A waiver of rights against a Party is valid only if in writing and signed by an authorized representative. Delays or failures by any Party to exercise any right will not waive that right; likewise, any partial exercise does not preclude further or other exercises of that or any other right.

10.12 Severability. If any provision of this Agreement is deemed invalid or unenforceable by a competent court, the remaining provisions will continue in full force. If legally permitted, the invalid provision will be replaced with an enforceable provision that closely reflects the Parties' original intent.

10.13 Publicity. Concentrix may reference its relationship with the Client, including the Client's name and logo, in internal communications and sales and marketing activities. Otherwise, neither party may use the other's trademarks, trade names, or designations in any written promotion or publication without prior written consent.

10.14 Order of Precedence and Conflicting Terms. Concentrix does not accept additional or conflicting terms from any Client purchasing documents, including purchase orders. In case of conflicts among the documents comprising this Agreement, the following order will apply: the Order, the Data Protection Addendum, and this Agreement. In a conflict between the agreement for the delivery of services ("Services Agreement") and this Agreement, the Services Agreement shall prevail only to the extent it relates to the overall terms of service delivery.

10.15 Entire Agreement. This Agreement (including all Order(s), and any referenced and/or attached policies and documents, Schedules and Exhibits) contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.