kyriba™

TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES ("TERMS")
Revision Date: 1ˢᵗ July 2020

THESE TERMS AND CONDITIONS FOR ONLINE CLOUD SERVICES ("TERMS") ARE ENTERED INTO BY AND BETWEEN SUPPLIER (AS DEFINED BELOW) AND CUSTOMER (AS DEFINED BELOW) AND SHALL GOVERN CUSTOMER'S SUBSCRIPTION TO THE KYRIBA TECHNOLOGY SOLUTIONS OFFERED AS A SOFTWARE AS A SERVICE.

1. DEFINITIONS. The following capitalized terms have the following meaning(s):

1.1 "**Agreement**" means collectively a Direct Order, these Terms, the SLA, the AUP and any other documents incorporated by reference in any of the foregoing.

1.2 "**AUP**" means the then current Acceptable Use Policy available at https://dsoft-group.com/kyriba (or successor URL).

1.3 "**Customer**" means the Customer entity specified in an Order Schedule that has purchased a subscription to the SaaS Services for the SaaS Term pursuant to such Order Schedule.

1.4 "**Kyriba**" means Kyriba Corp. with a place of business at 9620 Towne Centre Drive, Suite 250, San Diego, CA 92121.

1.5 "**Order Schedule**" means the order schedule entered into between either Customer and Supplier ("**Direct Order**") or Customer and an authorized reseller of the SaaS Services ("**Indirect Order**") for Customer's subscription to the SaaS Services for the SaaS Term. Each Order Schedule shall be Customer's irrevocable commitment to purchase and pay for the SaaS Services stated in the Order Schedule and each Order Schedule placed with Supplier shall be subject to approval by Supplier.

1.6 "**SaaS Services**" means Kyriba's technology solutions offered as a software as a service as specified in an Order Schedule.

1.7 "**SaaS Term**" means the thirty-six (36) month period commencing on the effective date of the applicable Order Schedule.

1.8 "**SLA**" means the then current Hosting and Delivery Service Level Agreement available at https://dsoft-group.com/kyriba (or successor URL).

1.9 "**Supplier**" means **KYRIBA EMERGING FZ LLC**, with a place of business located at Office 110, Block E, Office Park Building, Dubai Internet City, PO Box 500305, Dubai, United Arab Emirates, if Customer is located in the Middle East Region or Africa Region, or if Customer is located in any other country outside of the Middle East Region or Africa Region, "**Supplier**" means **KYRIBA CEE LIMITED**, with a place of business located at Chrysanthou Mylona, 3 3030, Limasol, Cyprus.

2. SAAS SERVICES AND OTHER SERVICES.

2.1 Access Right. Subject to the terms and conditions of the Agreement and Customer's payment of fees specified in an Order Schedule ("**Fees**"), Supplier hereby grants to Customer a limited, non-exclusive, non-transferable (except as expressly permitted by the Agreement) right to access and use the SaaS Services as set forth in the Order Schedule during the SaaS Term strictly in accordance with the Agreement and any applicable online documentation provided with the SaaS Services ("**Documentation**") solely for its internal business purposes, including processing its data and the data of its subsidiaries and affiliates or in the case of supply chain finance subscription to sell and purchase supplier invoices.

2.2 Users. Customer acknowledges and agrees that only employees of Customer or employees of Customer's suppliers or service providers who have been assigned a unique user name and password and issued a service token to access and use the SaaS Services (each a "**User**" and collectively "**Users**") are entitled to access the SaaS Services. Customer shall be responsible for each User's access and use of the SaaS Services and compliance with the terms and conditions of the Agreement.

2.3 Acceptable Use Policy. Customer agrees to be bound by the then current AUP and shall use the SaaS Services in strict compliance with the then current AUP.

2.4 Support and Service Levels. Subject to Customer's payment of the Fees, Customer shall receive support services during the SaaS Term. Support services shall comprise of the following: (a) telephone support to Users only for problem resolution assistance in accordance with the then current SLA for the support service purchased; and (b) during the SaaS Term, the service levels set forth in the then current SLA with respect to the SaaS Services. Customer's sole and exclusive remedy for any failure to provide such service levels is as set forth in the then current SLA.

3. OWNERSHIP. The SaaS Services (including software, software application, computer code and programs, systems architecture, structure, organization and source code of the SaaS Services, the selection, compilation and analysis of all data in the SaaS Services and all derivatives and improvements thereof) constitute the sole and exclusive property of Supplier and/or its licensors. For the avoidance of doubt, the SaaS Services exclude any Customer Data (as defined in Section 6.3). Customer acknowledges that all right, title, and interest in and to the SaaS Services are and shall remain vested in Supplier and/or its licensors. Except for the limited license granted in the Agreement, Customer does not (and shall not) claim and shall not assert any right, title, or interest, or other ownership or proprietary rights, in or to the SaaS Services or other intellectual property provided by Supplier and/or its licensors. Customer shall not take any action that jeopardizes Supplier's and/or its licensors' intellectual property.

4. CUSTOMER COOPERATION AND ASSISTANCE. It shall be Customer's responsibility to timely perform all obligations that may be required in order to establish Customer's use of the SaaS Services. This includes but is not limited to providing Supplier and/or its licensors: (a) information relating to Customer's organization, technology platforms, systems configurations, business processes and any other information that is reasonably requested by Supplier and/or its licensors from time to time; (b) employee lists to set up User accounts; (c) designating Users to participate in training; (d) assigning a project manager to coordinate implementation activities; (e) providing core referential data and initial bank statement data; (f) contact information for each bank to be connected for Customer; (g) make available such personnel assistance to Supplier and/or its licensors as may be reasonably necessary for Supplier and/or its licensors to perform hereunder; and (h) carry out in a timely manner all

other Customer responsibilities set forth in the Agreement. Any delay by Customer in meeting its obligations to provide the foregoing shall result in an extension of Supplier and/or its licensors dependent obligations due to such delay or failure.

5. TERM AND TERMINATION.

5.1 Term. The Agreement shall commence on the effective date of the applicable Order Schedule, and shall remain in full force and effect for the duration of the SaaS Term unless terminated earlier in accordance with Section 5.2.

5.2 Termination for Cause. Either party may terminate the Agreement: (i) for material breach by the other party, if such breach is not cured within thirty (30) days after written notice to the breaching party; (ii) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days; or (iii) immediately for intellectual property infringement or breach of confidentiality by the other party. Supplier may terminate the Agreement, modify, suspend or terminate any or all SaaS Services, or restrict Customer's use if, in Supplier's sole reasonable judgment (or otherwise as Supplier is directed by its licensors) use of the SaaS Services by Customer: (a) is subject to an order from a court, governmental entity or regulator stating that such use must cease; or (b) violates applicable law or export control sanctions. Any failure by Customer to pay due amounts will be considered as a material breach under this Agreement. A merger, re-capitalization, sale of stock, asset sale of Supplier or other similar action shall not relieve Customer of its financial obligations under the Agreement.

5.3 Effect of Termination. Subject to Section 6.3 below, Customer's right to access and use the SaaS Services shall immediately terminate on the date of termination. Upon termination, Customer shall, and shall cause Users to, immediately cease all use of the SaaS Services. Customer shall pay Supplier for the SaaS Services: (a) received through the date of termination of the Agreement; and (b) for the entire contracted SaaS Term in the case of termination based upon a material breach by Customer. The provisions, which by their nature or context are intended to survive any termination or expiration, shall survive any such termination or expiration of the Agreement.

6. CONFIDENTIALITY AND CUSTOMER DATA.

6.1 Confidential Information. For the purposes of the Agreement, "**Confidential Information**" means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as "confidential" or "proprietary", including without limitation trade secrets and other information concerning the business affairs of the disclosing party or licensors, its affiliates, subcontractors or vendors, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; customer requirements; customer lists, price lists, and supplier lists; research and development; manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures that may be disclosed by the parties during the SaaS Term. In connection with the Agreement, either party may have access to Confidential Information of the other party. Confidential Information shall: (i) be used by the

receiving party solely for the purposes for which it is provided and for no other purpose; (ii) be kept confidential by the receiving party and its Representative (as defined below) and protected from disclosure using the same standard of care as the receiving party uses to protect its own similar confidential and proprietary information, but not less than reasonable care; and (iii) be disclosed only to such of receiving party's and receiving party's licensors, affiliates or their respective officers, directors, employees, agents, advisors and consultants (collectively, "**Representatives**") on a need-to-know basis for the purposes for which such Confidential Information is provided and who have agreed (with confidentiality and nonuse obligations no less strict than those contained herein) to maintain the confidential nature of such information. For the purposes of Supplier, the term "Representatives" shall include Kyriba and its affiliates). The receiving party shall be responsible and liable for any breach of the confidentiality obligations herein by its Representatives. The obligation of confidentiality will survive expiration or termination of the Agreement and continue until such information is deemed no longer confidential, as provided in Section 6.2 below.

6.2 Exclusions. The obligations under this Section 6 shall not apply to information that: (a) is or becomes publicly available through no act, omission or breach by the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information. In addition, the receiving party may disclose Confidential Information if required to be disclosed by law, a court of competent jurisdiction, or regulatory body; provided that immediately upon receiving any such request, and to the extent permitted by law, the receiving party promptly notifies the disclosing party in writing of such requirement to enable the disclosing party to take any action as it deems appropriate to protect Confidential Information. To the extent that the receiving party must disclose Confidential Information pursuant to the immediately preceding sentence, any such disclosure shall be limited to only that Confidential Information required to be disclosed to comply with the order of the relevant court or regulatory body.

6.3 Customer Data - Reversibility. Customer is responsible for ensuring the accuracy, completeness, quality, integrity, legality, reliability and appropriateness of all Customer Data, including Customer Personal Data (as defined in Section 6.4). During the SaaS Term, Customer can retrieve from the SaaS Services Customer's data that is input into and/or stored via the SaaS Services ("**Customer Data**") as part of the standard reporting data in XLS, CSV or TXT formats. Customer shall be solely responsible for the accuracy, completeness, and legality of all Customer Data and will provide any legally required notices and obtain any legally required consent related to Customer Data. Upon expiration or termination of the Agreement, Supplier and/or its licensors may immediately deactivate Customer's account and that following a reasonable period of not less than sixty (60) days shall be entitled to delete Customer's account from Kyriba's "live" site. During such sixty (60) day period and upon Customer's written request, Supplier and/or its licensors will grant Customer limited access to the SaaS Services for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all amounts owed to Supplier or the authorized reseller of the SaaS Services (as applicable). At the end of such sixty (60) day period, and except as may be required by law,

Supplier and/or its licensors may, without any liability whatsoever to Customer or any other third party delete or otherwise render inaccessible any of Customer Data that remain in Kyriba's "live" site and Customer acknowledges and agrees that Supplier and/or its licensors have no obligation whatsoever to retain Customer Data. This Section 6 supersedes the non-use and non-disclosure agreement which may have been entered into by the parties in connection with the negotiation of the Agreement and/or decision to purchase the SaaS Services.

6.4 <u>Personal Data</u>. The parties understand that personally identifiable information may be disclosed by Customer to Supplier and/or its licensors and/or processed by Supplier and/or its licensors on behalf of Customer ("**Customer Personal Data**"). The parties agree that control of and responsibility for such Customer Personal Data shall at all times remain with Customer, and Supplier and/or its licensors is the data intermediary of Customer under the Agreement. Supplier and/or its licensors will process, use and disclose Customer Personal Data in accordance with applicable laws and solely for the purpose of providing the SaaS Services to Customer and will not otherwise: (i) process and use Customer Personal Data for purposes other than those set forth in the Agreement or as instructed by Customer; or (ii) disclose Customer Personal Data to third parties other than Supplier's and/or its licensors' affiliates, subsidiaries, licensors and/or suppliers, for the aforementioned purposes or as required by applicable law. Customer represents and warrants to Supplier and/or its licensors that, in respect of all Customer Personal Data, Customer has the necessary authority, license or consent to provide Customer Personal Data, has complied with all applicable laws and regulations, in particular for the transmission of Customer Personal Data to Supplier and/or its licensors for the purposes of the SaaS Services and the Agreement (including all legally required notices and consents). Customer consents to processing of Customer Personal Data outside of the region or country of origin by Supplier and/or its licensors (including Supplier's and/or its licensors' affiliates, subsidiaries, licensors and/or suppliers) for the sole purpose of providing SaaS Services (including support and maintenance) under this Agreement.

7. **SECURITY**. In its provision of the SaaS Services, Kyriba maintains adequate administrative, technical, organizational, and physical safeguards to ensure the security and confidentiality of Customer Data. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses. During the SaaS Term, Kyriba will maintain Statement on Standards for Attestation Engagement No. 16 ("**SSAE 16**") certification or its equivalent. Upon the written request of Customer to Supplier, and within a reasonable period of time, Supplier will obtain and provide to Customer a copy of Kyriba's most recent Service Organization Control (SOC) 1, Type II and SOC 2, Type II annual report or recognized industry successor security practices report (or any successor report obtained by Supplier from Kyriba based on similar recognized set of standards).

8. **WARRANTIES; EXCLUSION OF WARRANTIES.**

8.1 <u>Limited Warranty</u>. During the SaaS Term, the SaaS Services will operate substantially in accordance with the Documentation. Any updates or upgrades to the SaaS Services provided to Customer shall be warranted to the same extent as

the SaaS Services. This limited warranty shall not apply: (i) during the occurrence of a Force Majeure Event (as defined in Section 11.2); (ii) in the event that Customer has failed to pay any amounts owed to Supplier or the authorized reseller of the SaaS Services (as applicable); (iii) to any failure by Customer to use the SaaS Services in accordance with the Agreement, the Documentation, or other instructions provided to Customer by Supplier and/or its licensors; (iv) to Customer's or any of Customer's third party's hardware, software, and equipment; (v) to Customer errors in entering, analyzing, or reporting data; or (vi) to downtime as a result of scheduled maintenance performed by or for Supplier and/or its licensors. Warranty claims must be timely received to be valid. Any claim for breach of an express warranty set forth in this Section must be in writing, contain sufficient detail and delivered to Supplier not more than thirty (30) days following the date on which Customer first determines that such a breach has occurred (a "**Warranty Notice**"). Customer's exclusive remedy and Supplier's and/or its licensors' entire liability for a breach of the warranty above is for Supplier and/or its licensors to use commercially reasonable efforts to correct the defective SaaS Services as soon as is reasonably practicable. If Supplier and/or its licensors is unable or unwilling to correct the defective SaaS Services within thirty (30) days from written notice of the defective SaaS Services, Customer may: (i) terminate the defective SaaS Services and Supplier or the authorized reseller of the SaaS Services (as applicable) will refund any prepaid Fees for the terminated SaaS Services for the period following the date of termination; or (ii) accept the SaaS Services as provided by Supplier and/or its licensors without additional claim related to the matter set forth in the Warranty Notice.

8.2 <u>Disclaimer of Warranties</u>. **EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SUPPLIER AND/OR ITS LICENSORS MAKE NO (AND HEREBY DISCLAIM ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED (IN CONTRACT OR TORT OR OTHERWISE) OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, DESIGN, CONDITION OR QUALITY WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES LICENSED OR PROVIDED TO CUSTOMER BY SUPPLIER, OR OTHERWISE UNDER THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, SUPPLIER AND/OR ITS LICENSORS DO NOT WARRANT THAT OPERATION OF THE SAAS SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE AVAILABLE AT ANY TIME OR LOCATION, UNINTERRUPTED, SECURE OR ERROR-FREE AND THAT ALL ERRORS CAN BE CORRECTED. OPERATION OF THE SAAS SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THE CONTROL OF SUPPLIER AND/OR ITS LICENSORS AND SUPPLIER AND/OR ITS LICENSORS DO NOT WARRANT THAT THE CONTENT OF THE SAAS SERVICES WILL BE FREE OF HARMFUL COMPONENTS. SUPPLIER AND/OR ITS LICENSORS HAVE NO OBLIGATION TO REPAIR OR REPLACE THE SAAS SERVICES, SERVICES OR PRODUCTS DAMAGED BY EXTERNAL CAUSE OR**

THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN SUPPLIER AND/OR ITS LICENSORS. SUPPLIER AND/OR ITS LICENSORS DO NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF THIRD-PARTY DATA ACCESSED BY CUSTOMER THROUGH THE SAAS SERVICES, AND CUSTOMER ACKNOWLEDGES THAT SUCH THIRD-PARTY DATA IS PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY SUPPLIER AND/OR ITS LICENSORS.

9. LIMITATION OF LIABILITY.

9.1 Nothing in this Agreement shall exclude or limit: (i) Supplier's liability for death or personal injury caused by its negligence; (ii) any fraud or fraudulent pre-contractual misrepresentations made by Supplier on which Customer can be shown to have relied; or (iii) any other liability which cannot be excluded by law.

9.2 Exclusion of Indirect Damages. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SUPPLIER OR ITS LICENSORS BE LIABLE UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, FOR: (i) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES; OR II) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SAAS SERVICES, EVEN IF SUPPLIER OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR.**

9.3 Limits on Liability. Subject to Section 9.1 and 9.2, in no event will Supplier's or its licensors total aggregate liability arising out of or in connection with the Agreement whether in contract, tort, statute or otherwise exceed the amount of Fees paid or payable by Customer for the SaaS Services giving rise to such claim during the twelve (12) months preceding the date on which the cause of action arose. The existence of one or more claims under the Agreement will not increase Supplier's liability in excess of the foregoing.

10. INDEMNIFICATION

10.1 Indemnification by Supplier. Supplier will defend and indemnify Customer against any and all costs, damages, and expenses (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction once all appeal rights are exhausted or agreed to in a written settlement agreement signed by Supplier arising out of any claim or allegation by a third party that the SaaS Services infringes, misappropriates or violates any intellectual property rights of any third party. In the event that the SaaS Services are held or are believed by Supplier to infringe a third party's intellectual property rights, Supplier may, at its option and expense: (a) replace or modify the SaaS Services to be non-infringing, without materially adversely affecting the SaaS Services' specified functionalities; (b) obtain for Customer a license to continue using the SaaS Services; or (c) terminate the Agreement and return to Customer any prepaid fees unearned by Supplier. The foregoing states Supplier's sole and exclusive liability, and Customer's sole and exclusive remedy, for any claim of infringement. Supplier shall not be obligated to defend, and indemnify Customer for any claims to the extent based on: (i) any Customer or third party intellectual property or software incorporated in or combined with the SaaS Services where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the SaaS Services at Supplier's discretion; or (ii) the SaaS Services that has been altered or modified by Customer, by any third party or by Supplier at the request of Customer (where Supplier had no discretion as to the implementation of modifications to the SaaS Services or Documentation directed by Customer), where in the absence of such alteration or modification the SaaS Services would not be infringing.

10.2 Indemnification by Customer. Customer will defend and indemnify Supplier against any and all costs, damages, and expenses (including reasonable attorneys' fees) finally awarded against Supplier by a court of competent jurisdiction once all appeal rights are exhausted or agreed to in a written settlement agreement signed by Customer arising out any claim or allegation by any third party resulting from or related to Customer's or any of its User's breach of Sections 2.1 and/or 2.2.

10.3 Indemnification Procedures. Each party's obligations under this Section are conditioned upon: (i) prompt written notification by the indemnified party of any threatened or actual claim or suit; provided that a failure of prompt notification shall not relieve the indemnifying party of liability hereunder except to the extent that defenses to such claim are materially impaired by such failure of prompt notification; (ii) allowing the indemnifying party to have sole control of the defense or settlement of any claim or suit, except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability; and (iii) the indemnified party providing the indemnifying party, at the indemnifying party's request and expense, with the assistance, information and authority necessary to perform the indemnifying party's obligations under this Section.

11. GENERAL PROVISIONS.

11.1 Assignment. Customer may not assign or transfer any of its rights under the Agreement to any third party without the prior written consent of Supplier. Any attempted assignment or transfer in violation of the foregoing will be void.

11.2 Force Majeure. Except with respect to payment obligations under the Agreement, neither party will be responsible or liable for delays or failure of performance of the SaaS Services or its obligation under the Agreement, resulting from acts and/or missions beyond such party's reasonable control, including without limitation, administrative or legislative interventions, technical, administrative or other contingencies regarding the transmission lines and networks, denial-of-service attacks, acts of God, strikes, floods, fires, walkouts, labor or material shortages, sabotage, riots, acts or threats of war, acts or threats of terrorism, epidemics, pandemics, power or communications or electricity failures, delays or failures due to Internet access connections or congestions, hostile network attacks,

earthquakes, or other disasters (a "**Force Majeure Event**"). In the case of a Force Majeure Event, each of the parties shall, as soon as possible, inform the other party of the Force Majeure Event and cooperate in good faith to propose a workaround.

11.3 Notices. Administrative communications from either party may be transmitted by such party in writing via email or mail. All other notices and demands under the Agreement shall be in writing, addressed to the receiving party's address listed below (as such addresses may be updated from time to time). Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) immediately when sent by email; (ii) immediately once delivered by hand/courier; or (ii) if mailed five (5) days after the date of mailing.

Supplier Address: Office 101, Block E, Office Park Building, Dubai Internet City, Dubai, United Arab Emirates. Attn: Kyriba General Manager.

Customer Address: Customer's addressed specified in the Order Schedule.

11.4 Governing Law; Venue. In the event that the Supplier is: (a) Kyriba CEE Limited, the Agreement will be governed by and construed in accordance with the laws of England, and the parties agree to be subject to the exclusive jurisdiction of the English courts; or (b) Kyriba Emerging FZ LLC, the Agreement will be will be governed by and construed in accordance with the laws of England and the parties agree to be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre in Dubai, United Arab Emirates; such governing laws are exclusive of any provisions of the United Nations 1980 Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law.

11.5 Independent Contractors. Supplier and Customer are independent contractors under the Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party.

11.6 Enforceability; Waiver. If any provision of the Agreement is unenforceable or illegal, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. None of the conditions or provisions of the Agreement shall be deemed to have been waived by any act, omission or knowledge on the part of any party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized representative of such party.

11.7 Marketing. Customer agrees that Supplier and/or Kyriba may identify Customer as a name in a list of new customer subscribers in press release on Supplier's and/or Kyriba's growth and momentum. Customer agrees to allow Supplier and/or Kyriba to identify Customer, including use of Customer's logo, as a Supplier and/or Kyriba client on marketing literature and on Supplier's and/or Kyriba's web properties. Supplier agrees to abide by all Customer branding guidelines, and to not single out or highlight Customer in any way.

11.8 Export Control. The export, re-export, or in-country transfer of the SaaS Services and related technical data and services (collectively "**Controlled Technology**") is subject to the export laws and regulations of the U.S. and other jurisdictions including, but not limited to, the U.S. Export Administration Regulations, European Union Council Regulations, and Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to import, distribution, transfer or use restrictions requiring that Customer act prior to download or use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine, and to any other country or region subject to trade sanctions. Customer may not export any Controlled Technology related to the use or development of missiles or chemical, biological, and/or nuclear weapons. Furthermore, Customer may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. Customer represents that Customer is neither located in, nor a resident or national of, any prohibited country or region. Customer further represents that it is not a sanctioned person or entity named on a U.S. or other government list (including, but not limited to, lists published by the U.S. Bureau of Industry and Security, U.S. Directorate of Defense Trade Controls, U.S. Office of Foreign Assets Control, European Union, and United Nations). Customer shall not, directly or indirectly, facilitate giving a sanctioned country or entity access to Controlled Technology. Customer agrees that it will comply with all applicable export or import control laws and regulations and obtain appropriate U.S. and foreign governmental authorizations before exporting, re-exporting, importing, transferring or using any Controlled Technology.

11.9 Third Party Beneficiaries. Except in the case of Kyriba and its affiliates, no person other than a party to the Agreement, including, will be entitled to enforce any term of it except as expressly provided in the Agreement.

11.10 Precedence. In the event of any conflict, inconsistency or ambiguity between the various documents forming the Agreement, such conflict shall be resolved by giving precedence in the following order: (a) these Terms; (b) the Direct Order; (c) the SLA; (d) the AUP; and (e) any other documents incorporated by reference in any of the foregoing. Supplier and/or its licensors shall have no liability whatsoever to Customer based on any terms and conditions contained in an Indirect Order that are inconsistent with the Agreement.

11.11 Entire Agreement; Precedence Order. The Agreement constitutes the complete and exclusive agreement between Supplier and Customer with respect to the subject matter hereof. It supersedes and replaces all oral or written RFPs, proposals, prior agreements, "click-wrap" agreements, electronic acceptance or other terms and conditions (including those contained in an Indirect Order, purchase orders or confirmations issued by Customer) and other prior or contemporaneous communications between the parties concerning the subject matter hereof. The Agreement may be amended only by a written agreement signed by both parties.