



Date: 10/27/2021

To: PrairieCat Delegates Assembly

From: Carolyn Coulter, Director

Re: Revised Vega Discover Contract

Executive Summary:

Two revisions to the contract were made to define our "go live" of Vega Discover and allow PrairieCat to go live when we feel the product is functional for us.

Further Detail:

After the packet had been sent out, Innovative returned a requested change to the contract which should be shared with Delegates. Language below was changed and is highlighted in the revised contract:

Page 1:

"Go Live" means the Application Services run in a production capacity as the Client's primary discovery solution.

Page 5:

Acceptance. Upon Go Live of the Client's production instance of the Platform, Innovative will deliver the login credentials for the Client's network administrator. Client will be deemed to have accepted that the provisioned Platform has been delivered upon receipt of credentials.

This language was inserted to allow PrairieCat to ascertain when the product will "go live" and is functional for our production environment. We can therefore determine when we are satisfied that Vega Discover delivers sufficient functionality for our patrons.

INNOVATIVE INTERFACES INCORPORATED
SOFTWARE-AS-A-SERVICE (SAAS) SUBSCRIPTION AGREEMENT

This Software-as-a-Service (SaaS) Subscription Agreement (“SaaS Agreement”) is entered into by and between Innovative Interfaces Incorporated, a California corporation (“Innovative”), and the party identified as Client below (“Client”), as of the “Effective Date” also set forth below.

Client	PrairieCat
Address	220 W 23 rd Avenue Coal Valley, IL 61240
Customer No.	CU0798
Effective Date	October 6, 2021
Initial Term	60 Months

1. Definitions.

“Go Live” means the Application Services run in a production capacity as the Client’s primary discovery solution.

“GTCs” means the Innovative Interfaces Incorporated SaaS Agreement General Terms and Conditions in Exhibit B.

“SLAs” means the Innovative Interfaces Incorporated Service Level Agreements in Exhibit C.

“Security Terms” means the Innovative Interfaces Incorporated Information Security Terms and Conditions in Exhibit D.

2. **General.** Innovative and Client agree that this SaaS Agreement is a binding agreement between the parties and is governed by the GTCs, SLAs, and the Security Terms, all of which are made a part hereof. This SaaS Agreement, the GTCs, SLAs, Security Terms, and all other exhibits, schedules and terms and conditions referenced by or in this SaaS Agreement, the GTCs, SLAs or Security Terms together constitute the “Agreement.” Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, SLAs and Security Terms, prior to the execution of this Agreement. Unless otherwise specified, capitalized terms in this Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of Illinois, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

EXHIBITS TO SAAS AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS
C	SERVICE LEVEL AGREEMENTS
D	INFORMATION SECURITY TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
PrairieCat	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A
Pricing Exhibit

[APPROVED APPLICATION SERVICES QUOTE FOLLOWS THIS PAGE]



Pricing Exhibit

Innovative Interfaces Incorporated
 1900 Powell St.
 Suite 400
 Emeryville CA 94608
 United States

Date 4/30/2021
Quote # EST-INC13484

Payment Terms Net 30
Overall Contract Term (Months) 60
Contract Start Date
Contract End Date
Sales Rep Dean Cooper
Site Code prcat
Expires 11/30/2021

Bill To
 PrairieCat
 220 W 23rd Ave
 Coal Valley IL 61240
 United States

Ship To
 PrairieCat
 220 W 23rd Ave
 Coal Valley IL 61240
 United States

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted Rate	Amount	Discount
Vega Discover - Consortia		1	Vega Discover Premium Consortia is exclusively for Consortia. This package includes all the great features of Discover plus enhanced capabilities and configurability for consortia needs. Once live in GA for at least a full month, removal for Encore hosting and Encore Test Hosting will occur.				93,647.00	

First Year Total US\$93,647.00

Exhibit B
Innovative Interfaces Incorporated
SaaS Agreement General Terms and Conditions

Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the SaaS Agreement.

1. Access to and Use of the Application Services.

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative will provide Client and its Authorized Users (defined below) with subscription access and certain subscription services via an Innovative website or websites to its Integrated Library System solution known as "Vega" or the "Platform," including features identified as "SaaS" in the Pricing Exhibit (collectively, the "Application Services"). Such Application Services will be for the duration of the Term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users may access and use the Platform (including any Client Configurations) (i) only for the management of the library and for servicing its patrons and for member libraries (only in the ordinary course of business for the Client including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Application Services for illegal purposes.

c. The Application Services may be used by the base number of Client's worldwide employees, member libraries, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit for such Application Services and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement, provided that all such Authorized Users shall assent to the on-line account verification terms on the Platform. An Authorized User is a single user of the Application Services and their right to use the Platform may be transferred to another individual user. Such rights may not be shared on a part time or concurrent user basis. For the avoidance of doubt, Client patrons do not fall within the definition of Authorized Users. Client agrees that it and its Authorized Users will:

- i. Not interfere with or disrupt the servers or networks used to provide the Application Services;
- ii. Not transmit through the Platform junk mail, spam, chain letters, or unsolicited mass distribution of files;
- iii. Not transmit viruses or otherwise malicious code or data;
- iv. Not attempt to copy, modify, make derivative works of, reverse engineer, disassemble or decompile the Platform or any Innovative system, network or software;
- v. Comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and
- vi. Not use the Application Services for illegal purposes.

d. Innovative includes in the Fees, at no additional cost, rights to access and use all new scheduled major releases, service pack releases, and hot fixes of the Platform offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require payment of additional fees. The term "Application Services" will be deemed to include New Releases.

e. Innovative offers support for the Application Services in accordance with the SLAs, the terms of which are incorporated by reference herein.

2. **Acceptance.** Upon Go Live of the Client's production instance of the Platform, Innovative will deliver the login credentials for the Client's network administrator. Client will be deemed to have accepted that the provisioned Platform has been delivered upon receipt of credentials.

3. Ownership.

a. Intellectual Property Rights. All Intellectual Property Rights (defined below) in the Platform and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates

to the Platform, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Platform, Application Services or other products commercialized by Innovative that Innovative incorporates into its products now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Platform and Application Services to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures the Platform using an API hereunder, Client will also have a right to use such configurations as part of the Platform on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. Third-Party Proprietary Rights. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Platform may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Client Data. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Platform or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Platform, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

4. Fees; Expenses; Payment Terms.

a. In consideration of receiving a limited right to access and use the Application Services, Client will pay the fees set forth in the Pricing Exhibit (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur upon Go-Live; subsequent renewal invoices will be sent to Client prior to the date such payment is due. During the Initial Term, Innovative will have the right to increase rates hereunder by 2% over the previous year. Thereafter, Innovative will have the right to increase rates hereunder by 5% over the previous year. Innovative will have the right to revise Fees based on population, as set forth in the Pricing Exhibit, after the Initial Term and periodically thereafter, but no more than once annually. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Platform features and will pay the fees for such additional Authorized Users or additional features in accordance with the terms set forth on the invoice for such fees. The Platform may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize access keys or other reasonable controls to enforce Authorized User limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees must be paid to Innovative pursuant to the Illinois Local Government Prompt Payment Act.

c. Fees for additional third-party product, hardware and services are subject to change and will be quoted at the then current rate.

d. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and access and use of the Application Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

e. Any invoices not paid when due will accrue interest pursuant to the Illinois Local Government Prompt Payment Act.

5. **Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement for the provision of the Application Services;
- ii. It will provide access to the Platform in accordance with the SLAs. The exclusive remedy of Client under the limited warranty set forth in this Section 5(a)(ii) is set forth in the SLA; and
- iii. The Platform will conform in all material respects to the applicable technical documentation for the Platform provided to Client by Innovative and expressly identified by Innovative as the specifications for the Platform (collectively, the "Specifications").

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5(a)(iii), for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Platform, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid subscription Fees, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. EACH PARTIES TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF TWO TIMES ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST SAID PARTY. NEITHER PARTY WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST EACH PARTY IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Application Services, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Platform in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Platform in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Platform.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Application Services by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Application Services, (ii) modify the Application Services to remove the cause of the legal action, (iii) replace the Application Services at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Application Services, prorated for the period Client's use of the Application Services is enjoined. None of the above warranties or remedies will apply with respect to any element of the Application Services that has been modified by any party other than Innovative, or used in a manner for which the Application Services is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Platform, Application Services, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement or any ensuing business arrangement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. All Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Platform, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any court, statute (such as the Illinois Freedom of Information Act), or other governmental body ("Order"), in which event, the disclosing party

must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so and in accordance with the Order. Under no circumstances will Confidential Information received from Innovative be disclosed without Innovative's advance notice.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

9. Term; Termination.

a. Term. Subject to the early termination provisions set forth below, this Agreement will be effective for an initial term of five (5) years following Go Live (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term.

b. Termination for Breach. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Termination for Elimination of Budget. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Application Services provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Access to and Use of the Application Services), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 12 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, to the extent permitted by law, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third-Party Software.** The Platform may contain third-party and/or “open source” code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Platform, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Platform as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party’s prior written authorization.

11. **Client Configurations.** Client use of APIs is subject to the terms of use available at <https://www.iii.com/api-license>. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. To the extent permitted by law, Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party’s trade secrets.

12. **General.**

a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client’s relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a “Force Majeure Event”).

d. **Notice.** Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Agreement. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. **Invalidity.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. **Counterparts.** This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. **Publicity.** Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client’s name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. **Assignment.** Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party’s consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Governing Language. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, the SaaS Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. SaaS Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

Exhibit C
Innovative Interfaces Incorporated
Service Level Agreement

This Service Level Agreement (“SLA”) between Client and Innovative for the Platform apply to the SaaS Agreement and, except as otherwise set forth below, is provided at no additional cost to Client. Unless otherwise specified, capitalized terms in this SLA have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

1. Error Response. Error descriptions (each an “Error”), the Error severity levels and corresponding targeted response time per level are each described in the table below. The Targeted Response Times in the table below identify the response times that Innovative will target for the corresponding Error, however, such Targeted Response Times are not guaranteed.

Severity	Description	Target Response Time
One - Site Down	The Application Service is not available	1 hour
Two – Critical	An inoperable production module	2 hours
Three - High	Lesser issues, questions, or items that minimally impact the work flow or require a work around	2 business days; excludes holidays and weekends
Four – Routine	Issues, questions, or items that don’t impact the work flow. Issues that can easily be scheduled such as an upgrade or patch	4 business days; excludes holidays and weekends

2. Error Reporting and Diagnosis.

a. Client must designate a representative as the contact that will report Errors to Innovative and be Innovative’s primary contact for the implementation of this SLA (such representative is referred to herein as the “Client Contact”). When a Client Contact reports an Error, Innovative will use commercially reasonable efforts to diagnose the root cause of the Error (“Diagnosis”). Upon completing the Diagnosis, each Error will be classified as either a “Warranty Error” or a “Non-Warranty Error” pursuant to Section 3.b. below. Innovative will use commercially reasonable efforts to diagnose and repair both Warranty and Non-Warranty Errors as described below.

b. “Warranty Errors” are all Errors that do not qualify as Non-Warranty Errors. “Non-Warranty Errors” are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of the Platform; (ii) operator error; (iii) incorrect data entry by Client; (iv) third-party software not part of the Platform; (v) errors and/or limitations attributable to Client environment; (vi) Client’s failure to incorporate any New Release previously provided to it by Innovative which corrects such Error; (vii) modification of the Platform performed by Client; and (viii) technical consulting services provided by Innovative at Client’s request (e.g., change orders, integration development, or configuration design and implementation), unless Client notifies Innovative of such technical consulting services problem within the applicable warranty period set forth in the governing statement of work, change order or agreement. Client acknowledges that the Platform is intended for use only with the software and hardware described in the Specifications provided by Innovative from time to time, and Client will be solely responsible for its adherence thereto.

3. Complimentary and Chargeable Support. Innovative will respond to all reported Errors pursuant to Section 2 above and will use commercially reasonable efforts to resolve Warranty Errors at no additional charge if Client is current on its payments; however, Innovative may charge Client for such effort with respect to Non-Warranty Errors according to the following process: (i) When the Client Contact reports any Error, prior to

commencing the Diagnosis for the Error, Innovative will notify the Client Contact that the Diagnosis and repair effort will be at no charge to Client unless the reported Error is determined to be a Non-Warranty Error, in which case only the first two hours of Diagnosis will be at no charge; and (ii) Innovative will then commence the Diagnosis unless instructed otherwise by the Client Contact. If more than two hours are required for the Diagnosis of Non-Warranty Errors, then such additional Diagnosis hours will be charged to Client at Innovative’s then-current rate for technical services. Once the Diagnosis is complete, the Client Contact will be given the option of having Innovative proceed with repairing the Non-Warranty Error, and, if so requested, Innovative will provide an estimate of the total cost for such effort. If agreed to by the Client Contact, Innovative will undertake to repair the Non-Warranty Error and charge Client for the associated technical services performed.

4. Ticket Management and Escalation. Innovative manages all reported issues using a ticket management system, and provides an Internet portal for Clients to report issues. Clients may review the status of issues reported online. When an Error is either unresolved or not resolved in a timely fashion, the Client should contact Innovative representatives pursuant to Innovative’s escalation policy made available on Innovative’s Internet portal.

5. Hosting Services. Innovative provides industry-leading security and monitoring at a SOC 1/SOC 2 Type 2/ISO 27001-audited datacenter by a top-tier cloud hosting provider (the “Hosting Provider”), with the flexibility to meet clients’ data storage, data recovery, and information security policy requirements. To meet clients’ global hosting needs, Innovative offers hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Innovative reserves the right to increase, decrease and/or relocate its datacenters at any time.

Feature	Standard
24x7 infrastructure monitoring	✓
Dedicated production environment	✓
99.5% uptime**	✓
Dedicated public IP address and custom URL	✓
Operating system installation and management	✓
Library software installation and upgrades	✓
Data backups	Daily
Archive data backup retention	30 days

6. **The 99.5% uptime is subject to the following:

a. Hours of Operation/Exclusive Remedy for Service Unavailability. During the Term, Innovative will use commercially reasonable efforts to ensure that the Applications Services are available for access and use in accordance with the Agreement of at least 99.5% Scheduled Up-Time, as measured over any calendar year.. Scheduled Up-Time means all of the time in a month that is not Scheduled Downtime or Third Party Unavailability. In the event that Innovative fails to provide Client with 99.5% Scheduled Up-Time for three consecutive months, Client will be entitled to receive a credit equal to the prorated amount of the Fees for the period in which Innovative failed to provide such Scheduled Up-Time during such months upon receipt of written notice from Client. The remedies set forth in this Paragraph (i) are the exclusive remedies of the Client for Innovative’s failure to provide Client with 99.5% Scheduled Up-Time.

b. Scheduled Downtime. Scheduled Downtime means the period of time which Innovative or the Hosting Provider, conduct periodic scheduled system maintenance and release updates for which Innovative will provide the Client with advance notice. Innovative will make commercially reasonable efforts to provide Client notice of scheduled system maintenance 48 hours in advance.

Exhibit D
Innovative Interfaces Incorporated
Information Security Terms and Conditions

Unless otherwise specified, capitalized terms in these Information Security Terms and Conditions have the same meaning as those in the GTCs. The terms set forth herein supplement, but do not replace or modify, the GTCs.

- 1. Use of Client Data.** Except as set forth herein or otherwise agreed to by the Parties or authorized by Client, Innovative will not use Client Data for any purpose other than the fulfillment of its obligations under the Agreement.
- 2. Security Controls.**
 - a. Generally.** Subject to the terms of the Agreement, Innovative implements industry-recognized security best practices to prevent the unintended or malicious loss, destruction or alteration of Client's data resident in the Platform.
 - b. Network Systems Audit Logging.** All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.
 - c. Encryption.** Encryption for data-in-transit is provided as a part of the Standard Plan.
 - d. Network Monitoring.** All network systems and servers are monitored 24/7/365. Innovative will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.
 - e. Physical Security.** The physical infrastructure used to support the Platform and Application Services for Client (and other professional services purchased by Client from Innovative, as applicable), including the servers, storage, switches, and firewalls, are provided by the Hosting Provider. Hosting Provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.
 - f. Audit and Security Testing.** Hosting Providers perform regular security audits and testing. Per Hosting Provider policy, Client may not perform their own audits of Hosting Providers.
 - g. Security Assessments.** Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports under Non-Disclosure, as requested by Client.
 - h. Information Security Auditing/Compliance.** Innovative's hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. Innovative also holds the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. Innovative partners with Hosting Providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2.
 - i. Acknowledgement of Shared Responsibilities.** The security of data and information that is accessed, stored, shared, or otherwise processed via a multi-tenant cloud service are shared responsibilities between a cloud service provider and its customers. As such, the Parties acknowledge that: (a) Innovative is responsible for the build and implementation of the hosted Platform and Application Services, for monitoring performance and access, for

configuring security access controls and change management, and for supplying updates to correct errors in support of this Agreement; and (b) Client is responsible for properly implementing access and use controls and configuring certain features and functionalities of the Platform and Application Services that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of Client Data.