

FRONTLINE SUCCESS SYSTEM SUBSCRIPTION AGREEMENT

This Software as a Service Subscription Agreement (this "Agreement") is between Beekeeper (as defined below) and the entity that executes an Order Form that references this Agreement or uses Beekeeper services (the "Customer").

Background

- (A) Beekeeper has developed and commercializes the Frontline Success System - a Software as a Service mobile communication system that can be accessed through a mobile app as well as from the web, which it makes available to subscribers via the internet on a subscription basis.
- (B) Customer wishes to use Beekeeper's Frontline Success System in its internal business operations.
- (C) Beekeeper has agreed to provide, and the Customer has agreed to subscribe to and pay for, Beekeeper's Frontline Success System subject to the terms and conditions of this Agreement.

Agreed Terms

1. Definitions

Capitalized terms not otherwise defined in the Agreement shall have the meaning set out below:

Applicable Law: as it relates to Customer, Applicable Law means all controlling statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) within the jurisdictions in which Customer operates. As it relates to Beekeeper, Applicable Law means all controlling statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) in Switzerland, the European Union, and the United States of America.

Associated Companies: an entity that directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the entity, or (ii) greater than fifty percent (50%) of the ownership interest in the entity. "Associated Companies" also means a cooperative: a user-owned and controlled business from which benefits are derived and distributed equitably on the basis of use or as a business owned and controlled by the people who use its services. For those Customer Associated Companies that require the Services to be hosted within separate tenants, additional Fees may apply unless otherwise indicated on the Order Form.

Authorized User: an individual employee, agent, or independent contractor of Customer and/or its Associated Companies who is authorized by Customer to use the Services, as further described in this Agreement and who accept the then current End User Terms and Privacy Policy.

Authorized User Data: the Personal Data and other information Authorized Users provide to Beekeeper and/or input by Customer into the Service solely for the purpose of creating an account for an Authorized User, but excludes Customer Data and Beekeeper Data.

Beekeeper: the Beekeeper Associated Company as follows: (i) if Customer's principal office is in North America, Beekeeper shall mean "Beekeeper USA, Inc."; (ii) if Customer's principal office is in Germany, Beekeeper shall mean "Beekeeper GmbH; (iii) if neither (i) nor (ii) apply, Beekeeper shall mean "Beekeeper AG"; or (iv) if a Beekeeper entity is identified on the Order Form and is contrary to (i)-(iii) herein, the Order Form shall control.

Beekeeper Data: (i) such information or data provided by Beekeeper to Customer as part of the Services; (ii) Customer's configuration and Authorized User's use of the Services (inclusive of metadata, communication logs, and transaction logs) which shall be, and be permitted to, de-identified or pseudonymized and shall neither identify Customer nor any Authorized User; nor include any Personal Data; (iii) aggregated anonymized insights on the usage of the Services, and (iv) any Feedback from Customer or Authorized Users to Beekeeper relating to the Services (provided such do not include any Customer Data or Customer Confidential Information).

Customer Data: the data and information (i) provided by Customer to Beekeeper in connection with this Agreement; and (ii) inputted by Customer, Authorized Users, or Beekeeper on Customer's behalf arising from, or otherwise for the purpose of using, the Services or facilitating Customer's use of the Services; but excluding Authorized User Data and Beekeeper Data.

Claim Year: each successive period of twelve (12) months commencing on the Effective Date of this Agreement.

Confidential Information: has the meaning set forth in clause 9 (Confidentiality).

Data Processing Agreement: has the meaning set forth in subclause 8.3 (Data Processing Agreement).

Data Protection Laws: the applicable set of laws and regulations that govern the collection, processing, storage, and transfer of Authorized Personal Data arising from the European General Data Protection Regulation (GDPR), the Swiss Data Protection Act (DPA), or United States state privacy statutes including the California Privacy Rights Act.

Data Subject Request: a request from an Authorized User to exercise their rights under the Data Protection Laws, such as the right to access, correct, delete, or restrict the processing of their personal data.

Disaster Recovery Policy: the Beekeeper Disaster Recovery Policy currently in place as may be amended by Beekeeper from time to time.

End User Terms: the Frontline Success System End User Terms of Service at beekeeper.io/legal, as updated from time to time.

Effective Date: the effective date as indicated on an Order Form referencing this Agreement; or, if no Order Form is created, the date that Customer begins to use the Services.

Feedback: comments, suggestions, inferences, survey results, or other feedback provided by Customer or Authorized Users to Beekeeper. Feedback may be provided in writing, verbally, or through any other means of communication.

Fees: Subscription Fees and any additional fees or expenses as set out in an Order Form.

Frontline Success System: Beekeeper owned, licensed, or otherwise authorized to use internal communications software applications, including as described in the recitals to this Agreement, provided by Beekeeper to Customer and Authorized Users solely for use as part of the Services.

Hosting Services: the provision, administration, and maintenance of servers and related equipment, the provision of bandwidth at the hosting facility, and the operation of the Frontline Success System for access and use by Authorized Users pursuant to this Agreement.

Inappropriate Content: content which: (i) is unlawful (including but not limited to content that is defamatory, obscene, or harassing); (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) infringes upon any third party's rights, including intellectual property rights; (vi) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or (vii) causes damage or injury to any person or property.

Initial Subscription Term: the initial term of the subscription shall be for 1 year, or as otherwise set out in an Order Form.

Intellectual Property Rights: all intellectual and proprietary rights, including without limitation: registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patents, trademarks, service marks, trade names, other trade-identifying symbols, inventions, copyrights, design rights, database rights, rights in know-how, trade secrets, and any other intellectual property rights or proprietary rights arising anywhere in the world.

Introductory Trial: an introductory trial or any other offering where the Services are provided free of charge, including freemium versions, free trials, and free limited-feature versions.

Order Form: an Order Form executed by Customer and Beekeeper pursuant to this Agreement, which details the Services to be provided, applicable Fees, and other applicable requirements, in each case which shall form part of this Agreement.

Party: Beekeeper or Customer individually; and collectively referred to as the "Parties".

Personal Data: all information relating to an identified or identifiable natural person and any other data that is "personal data", "personal information", "personally identifiable information" or such similar term as defined under Data Protection Laws applicable to Authorized User Data and Customer Data.

Pre-Production Release: a pre-production or early access release of a service or feature provided to Customer for testing or providing feedback to Beekeeper.

Privacy Policy: the Beekeeper privacy policy at beekeeper.io/privacy-policy, as updated from time to time.

Renewal Period: has the meaning set out in subclause 14.1 (Term).

Services: means (i) use of the Frontline Success System in accordance with this Agreement, (ii) use of Beekeeper Data; (iii) the Support Services and the Hosting Services, (iv) access to the Beekeeper hosting platform, and (v) any other services that Beekeeper or its employees, agents, or subcontractors are to provide to or for Customer expressly identified under this Agreement or set out in an Order Form; but excludes Third Party Applications and Third Party Features.

Service Level Agreement: the Beekeeper Service Level Agreement at beekeeper.io/legal as posted on the Effective Date.

Subprocessor: a third-party service provider used by Beekeeper or an Associated Company of Beekeeper to process Personal Data to provide the Services in accordance with the terms of this Agreement, and that is listed at beekeeper.io/legal-library/subprocessors.

Subscription Fees: the subscription fees payable by Customer to Beekeeper for the User Subscriptions.

Subscription Term: has the meaning set out in subclause 14.1 (Term).

Support Services: the support services provided by Beekeeper in accordance with the Service Level Agreement and any Order Form, in each case with respect to the Services and including the Frontline Success System.

Taxes: including without limitations, withholding, sales, use, excise, value added tax and similar taxes but shall not include taxes based on Beekeeper's gross income.

Third Party Applications: online applications and offline software products that are provided to the Customer by a third party through a separate agreement between the Customer and the third party. These applications interoperate with the Services to provide added value such as user provisioning and single sign-on access.

Third Party Features: optional services integrated into the Services provided by one or more third party companies of which Beekeeper does not control (e.g., inline language translation services, provided through Google) as listed at beekeeper.io/legal-library/subprocessors of which such list may be updated from time to time.

User Subscriptions: the user subscriptions purchased by Customer for the number of Authorized Users which entitle such Authorized Users to access and use the Services in accordance with the Agreement.

Virus: any thing or device (including any software, code, file or program, worm, time bomb, trap door, disabling device, automatic restraint, trojan horse, cookies, hyperlinks, contaminants, commands, or other malicious codes) which prevents, impairs or otherwise adversely affects the access to, or operation, reliability or user experience of, any computer software, hardware, or network or telecommunications service, equipment or network or any other service or device used to provide the Services.

2. Services

2.1 Services. Beekeeper shall provide User Subscriptions to the Services to Customer during the Subscription Term in accordance with the terms set out in this Agreement and any applicable Order Form.

2.2 Subprocessors.

2.2.1 Customer hereby consents to Beekeeper using Subprocessors to process Customer Data in connection with the implementation, provision, and administration of the Services under this Agreement.

2.2.2 Customer hereby consents to Beekeeper modifying which Subprocessors it uses to provide Services under this Agreement. If Customer's consent to a change in Subprocessors is restricted by the Data Protection Laws in the jurisdiction where Customer operates, the documented process set out in Beekeeper's standard Data Protection Agreement at beekeeper.io/legal (as updated from time to time) shall apply, unless otherwise agreed in writing.

2.2.3 Beekeeper will enter into written agreements with all Subprocessors requiring them to materially comply with all Customer Data and Personal Data security obligations imposed on Beekeeper under this Agreement.

2.3 License. Subject to the restrictions set out in this clause 2 (Services) and the terms and conditions of this Agreement, Beekeeper hereby grants to Customer a non-exclusive, non-transferable right and license for Customer and its Authorized Users to (i) access and use the Services, and (ii) access, copy, and use all documentation (whether printed or in an electronic format) supplied or made available to Customer for use with or in support of the Services, in each case during the Subscription Term solely for Customer's internal use.

2.4 Authorized Users. In relation to the Authorized Users, Customer undertakes that:

2.4.1 the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of User Subscriptions it has purchased during the then current Subscription Term. Customer further undertakes that it will not allow any User Subscription to be used by more than one per individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services unless such individual earlier removed as an Authorized User is again added as a new Authorized User; and

2.4.2 each Authorized User shall keep a secure password for use of the Services, that such password shall be frequently changed in accordance with industry standard practices, and each Authorized User shall keep the password confidential.

2.5 Additional User Subscriptions. Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number of User Subscriptions procured by Customer at the beginning of the Subscription Term and Beekeeper shall grant access to the Services to such additional Authorized Users in accordance with the provisions of this Agreement.

2.6 Content Restrictions. Customer shall implement reasonable protocols designed to ensure Authorized Users do not use the Services to access, store, distribute or transmit (i) Viruses; or (ii) any material, including without limitation Customer Data and the Authorized User Data, during the course of its use of the Services that is Inappropriate Content. Upon written notice to Customer, Beekeeper reserves (i) the right to disable Authorized User and/or Customer access to any material that breaches the provisions of this subclause 2.6 (Content Restrictions); and (ii) take down or delete any such material.

2.7 Use Restrictions. Customer shall not:

2.7.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Frontline Success System or any of Beekeeper's Intellectual Property Rights in any form or media or by any means; or

2.7.2 attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human- perceivable form all or any part of the Frontline Success System; or

2.7.3 access all or any part of the Services in order to build a product or service which competes with the Services; or

2.7.4 use the Services to provide services to third parties; or

2.7.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users, or

2.7.6 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2 (Services).

2.8 Pre-production Releases. From time to time, Beekeeper may grant Customer access to Pre-production Releases at no charge or for a fee. Customer may use Pre-production Releases offered by Beekeeper at Customer's sole discretion. If Customer elects to use a Pre-production Release, it shall comply with all terms related to any Pre-production Releases as posted or otherwise made available to Customer. Beekeeper may add or modify terms related to access or use of the Pre-production Release at any time. As part of the usage of the Pre-production Releases, the Customer agrees to provide Feedback of such Pre-production Release to Beekeeper. While Beekeeper may provide support with Pre-production Releases in its discretion, notwithstanding anything to the contrary in this Agreement, CUSTOMER AGREES THAT ANY PRE-PRODUCTION RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

ANY WARRANTY, SUPPORT SERVICES, MAINTENANCE, STORAGE, OR SERVICE LEVEL OBLIGATIONS OF ANY KIND. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT PRE-PRODUCTION RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH BEEKEEPER WILL NEITHER BE RESPONSIBLE, NOR HELD LIABLE. Beekeeper makes no promises that future versions (including production versions) of a Pre-production Release will be released. Customer's use of the Pre-production Release will automatically terminate upon the release of a production version of the applicable Pre-production Release or upon notice of the discontinuance of the Pre-production Release by Beekeeper.

2.9 Introductory Trial. From time to time, Beekeeper may make available a limited Introductory Trial of the Services. Customer agrees to comply with all terms within this Agreement and made available to Customer when utilizing the Introductory Trial. Beekeeper may add or modify terms related to access or use of the Introductory Trial at any time. While Beekeeper may provide limited support as further detailed in the documentation for the Introductory Trial, CUSTOMER AGREES THAT ANY INTRODUCTORY TRIAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. Customer further acknowledges that Customer, subject to the terms and conditions of this Agreement, may upgrade to a paid version of the Services at any time.

3. Third Party Applications and Features

3.1 Third Party Applications. If Customer installs, enables, or otherwise connects Third Party Applications for use with Services, Customer acknowledges that Beekeeper may allow providers of those Third Party Applications to access Customer Data and Authorized User Data as required for the interoperation of such Third Party Applications with the Services. Beekeeper shall not be responsible for any disclosure, modification, or deletion of Customer Data and Authorized User Data resulting from such access by Third Party Application providers, and any such access and use of Customer Data and Authorized User Data shall be subject to the privacy policies of such Third Party Application provider. The Services will allow Customer to restrict such access by restricting Authorized Users from installing or enabling such Third Party Applications for use with the Services.

3.2 Third Party Features. If Customer activates Third Party Features, such feature will be enabled for all Authorized Users. Beekeeper does not warrant the accuracy, reliability or timeliness of any information or services provided by these systems and will not accept any liability as a result. The performance of any activated Third Party Feature may require Beekeeper to submit Customer Data or Authorized User Data to a third-party company under the latter's terms and conditions, including its privacy policy, which may (i) be directly applicable between the Customer and the third party service provider; and (ii) deviate from the terms of this Agreement.

4. Support

4.1 Support Services. Beekeeper will, as part of the Services and at no additional cost to Customer, provide Customer with the "Standard" level of Support Services in accordance with the Service Level Agreement.

4.2 Additional Support. Customer may purchase enhanced support service packages separately, as may be offered by Beekeeper from time to time, pursuant to and at the rates set forth in such Order Form. Beekeeper shall provide such additional Support Services as a part of the Services pursuant to the terms of the Order Form and the Service Level Agreement.

5. Charges and Payment

5.1 Fees

5.1.1 Customer shall pay the Subscription Fees and any additional applicable fees related to the Services as set out in the Order Form (which are not subject to a reasonably good faith dispute by Customer) to Beekeeper in accordance with this clause 5 (Charges and Payment). Unless otherwise

agreed in the Order Form, Beekeeper may invoice Customer for the Subscription Fees yearly in advance on or after the Effective Date and thereafter thirty (30) days prior to each anniversary of the Effective Date for the duration of the Subscription Term.

5.1.2 If Customer uses a credit card to pay any Fees, Beekeeper shall retain the credit card information and charge the credit card in accordance with the chosen payment schedule. A 4% convenience fee will be added to the total amount paid.

5.1.3 Unless stated otherwise in an Order Form any discounts on the Fees will only apply for the Initial Subscription Term.

5.2 Overages. If the number of Authorized Users exceeds the contracted number for more than thirty (30) consecutive days, Beekeeper reserves the right to invoice Customer for the number of such Authorized Users at the per user contracted rate for the remainder of the Subscription Term, and Customer agrees to pay such invoice within the payment terms in subclause 5.3 (Payment).

5.3 Payment. Unless otherwise specified in the Order Form, all undisputed Fees and approved expenses shall be paid by Customer in full and without deduction within thirty (30) days of the date of the invoice. In the case of credit card payment, payment shall be processed (i) immediately through the online check out process; or (ii) when initiated by Beekeeper in accordance with the agreed-to payment schedule.

5.4 Past-Due Fees. If Beekeeper has not received payment for any invoices that are due, and Customer has not reasonably and in good faith disputed the same invoice; or, if the credit card payment was rejected, Beekeeper may, without incurring any liability arising from its collection attempts, and without prejudice to any other rights and remedies:

5.4.1 in the case of a late payment on an invoice, upon giving thirty (30) days' prior written notice to Customer, without liability to Customer, disable Customer's access to all or part of the Services; and Beekeeper shall be under no obligation to provide any of the Services while the invoice(s) concerned remain unpaid;

5.4.2 in the case of a late credit card payment, without liability to Customer, disable Customer's access to all or part of the Services; and Beekeeper shall be under no obligation to provide any of the Services while the delinquent payment concerned remains unpaid; and

5.4.3 in either case, if any amount due to Beekeeper is not paid on the due date, Beekeeper may charge the maximum interest rate then allowed by law. If the law does not establish a maximum interest rate for late payment, Beekeeper may charge on the amount due at an interest rate of four percent (4%) per annum. Such interest may be charged on a daily basis starting on the date due until the date paid.

5.5 Taxes. Customer shall be solely responsible for, and pay, all applicable Taxes relating to this Agreement and the use or access to the Services.

5.6 Increases. Beekeeper shall be entitled to increase the annual fees by up to 10% for Subscription Fees with effect from the start of each Renewal Period.

6. Customer Obligations

6.1 Customer shall:

6.1.1 provide all necessary co-operation and information as may be reasonably required by Beekeeper in order to provide the Services. In the event of any delays in Customer's provision of such co-operation, (i) Beekeeper may adjust any agreed timetable or delivery schedule as reasonably necessary; and (ii) Customer acknowledges that delays in activation or delays in full usability of the Services may occur.

6.1.2 use all reasonable efforts to ensure that its Authorized Users use the Services in accordance with the terms and conditions of this Agreement and the End User Terms;

6.1.3 comply with all Applicable Laws with respect to its activities under this Agreement and only use the Services for lawful purposes. If Customer is subject to a privacy-related legal framework, law, or regulation other than the Data Protections Laws, it is Customer's sole responsibility to determine if the Services are compliant with such legal framework;

6.1.4 be solely responsible for procuring and maintaining its network connections and telecommunications links and all problems, conditions, delays, and delivery failures arising from or relating to Customer's network connections or telecommunications links;

6.1.5 be responsible for Authorized User's breach of the End User Terms;

6.1.6 use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify Beekeeper;

6.1.7 not include any Inappropriate Content or Viruses or any other information or material, any part of which, or the accessing of which or use of which would be a criminal offense or otherwise unlawful, including the breach of any Intellectual Property Rights of any other party. Upon written notice to Customer, Beekeeper reserves the right, but is not obliged, to remove such content from where, in its sole and reasonable discretion, Beekeeper suspects such content to be Inappropriate Content;

6.1.8 be solely responsible for moderating any content posted by Authorized Users and advising Authorized Users what they may and may not post through the Services by means of Customer's own policies;

6.1.9 be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating thereof of all Customer Data and Authorized User Data in the use of the Services. Beekeeper shall not be liable for any errors or inaccuracies in any Customer Data or Authorized User Data or beyond its responsibility to accurately reproduce such Customer Data on Customer's instruction; and

6.1.10 be responsible for obtaining all necessary licenses and consents required to use Customer Data (if any and including but not limited to those from the owners or licensees of any third party information) and as part of the Services and Customer warrants and represents that such licenses and consents have been obtained.

6.2 Failure to comply. Should Customer's failure or delay to comply with any of its obligations set out in the Agreement cause Beekeeper's failure or delay to comply with any of its obligations under the Agreement, Beekeeper will not be held liable for such failure or delay.

7. Customer Data

7.1 Ownership. Customer shall own all right, title, and interest in and to the Customer Data and all Intellectual Property Rights therein and shall have sole responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy and quality of the Customer Data and Authorized User Data.

7.2 License. Solely to enable Beekeeper to implement, provide, and administer the Services to Customer, Customer grants Beekeeper and Beekeeper's Associated Companies a non-exclusive license for the Subscription Term and sixty (60) days afterwards to (i) host, copy, transmit and display Customer Data and to incorporate the Customer Data with the Beekeeper Data, and (ii) where necessary, to transfer Customer Data to Subprocessors, Third Party Feature providers, and Third Party Application providers used by Customer and integrated into the Services, in each case only as required for the provision of the Services and in accordance with the terms of this Agreement. When Customer Data is transferred to the

Third Party Feature provider or Third Party Application provider, such access and use of Customer Data shall be subject to the privacy practices of such provider.

7.3 Beekeeper's Access. Customer consents that Beekeeper may access Customer Data to fulfill its legal and contractual obligations pursuant to Applicable Law or this Agreement, including but not limited to providing support and troubleshooting issues.

7.4 Responsibility. Customer acknowledges that responsibility for all Customer Data and any communications between Authorized Users using the Services is the sole and exclusive responsibility of Customer and that Beekeeper will not be held responsible in any way for (i) the violation of any person's rights, or (ii) the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to Customer Data. Customer further acknowledges that Beekeeper is not obliged to edit, moderate, or modify Customer Data. Beekeeper disclaims all liability of any kind in respect of Customer Data, Third Party Application data and Third Party Feature data and any other material which Customer makes accessible while using the Services. Beekeeper expressly disclaims all liability for any fraud committed by Customer or Authorized Users in connection with the Services.

7.5 Data Removal. Beekeeper may, in its sole discretion, and upon its reasonable belief (a) remove any Customer Data, Third Party Application data, or Third Party Feature data that (i) contains a Virus; (ii) poses a threat to the security or stability of the Frontline Success System; (iii) is Inappropriate Content; or (iv) is in breach of the End User Terms; and (b) remove access of any Authorized End User which account has been associated to any of the aforementioned cases set-out in (a). Beekeeper will notify Customer of any data it has removed under this clause 7.5 (Data Removal). Customer will have the opportunity to contest the removal of the data at which time Beekeeper will consult with Customer, review the matter, and thereafter Beekeeper will make a final decision.

7.6 Personal Data Processing. The Parties acknowledge that, for purposes of Data Protection Laws, the Customer is acting as a "data controller" or a "business" in respect of any Authorized User Data and any Customer Data containing Personal Data. To the extent that Beekeeper has access to and processes any Personal Data in the provision of the Services or otherwise under this Agreement or an Order Form, Beekeeper is a "data processor" or a "service provider", and Beekeeper shall only process Personal Data for the purposes of providing the Services or as otherwise under this Agreement or an Order Form. Beekeeper may also process Personal Data if and to the extent Beekeeper is required to do so by Data Protection Laws, but Beekeeper shall use reasonable endeavors to notify Customer of such legal requirement before engaging in such processing unless such notice is prohibited by such legal proceeding or law enforcement. Beekeeper may only process Personal Data during the Subscription Term and 60 days afterwards.

7.7 Sensitive or Special Data. Unless otherwise expressly agreed with Beekeeper in writing and in advance, Customer agrees that it will not use the Service to send or store personal information deemed "sensitive" or "special" under applicable Data Protection Laws, including but not limited to financial account information, social security numbers, government-issued identification numbers, health information, biometric or genetic information, personal information collected from children, geo-location information of individuals, or information about an individual's racial or ethnic origin, trade union membership, sex life or sexual orientation, political opinions, or religious or philosophical beliefs.

7.8 Data Subject Requests.

7.8.1 Customer is responsible for responding and fulfilling Data Subject Requests in accordance with the Data Protection Laws. If Beekeeper receives a Data Subject Request from an individual relating to data processed pursuant to the Services, Beekeeper will inform the individual that it must make such requests with Customer.

7.8.2 Beekeeper will use commercially reasonable steps to assist the Customer in fulfilling Data Subject Requests. This includes, but is not limited to, providing the Customer with access to the

Frontline Success System through interfaces established for this purpose, and helping the Customer to identify, locate, and extract the personal data of the individual pursuant to such Data Subject Request.

7.8.3 Beekeeper may charge the Customer a reasonable charge for its assistance in fulfilling any Data Subject Request.

8. Data Protection and Security

8.1 Beekeeper Obligations. Beekeeper shall:

8.1.1 only process Personal Data in accordance with the Agreement, Applicable Law, and any other instructions and directions of the Authorized Users in respect to their Personal Data and Customer;

8.1.2 Maintain reasonable technical and organizational measures to (i) safeguard the confidentiality of Customer Data and Authorized User Data; (ii) protect such Personal Data of Customer Data and Authorized User Data and Customer's Authorized Users against unauthorized or unlawful processing or accidental loss, destruction, or damage; and (iii) preserve the integrity of such Customer Data and Authorized User Data and to prevent its loss or corruption; and

8.1.3 provide such assistance and information to the Customer as it may reasonably require to allow Customer (i) to comply with its obligations under Data Protection Laws, including making available to Customer such information in Beekeeper's possession; and (ii) to demonstrate compliance with Data Protection Laws and this Agreement. For the services in this subclause 8.1.3, Beekeeper may charge Customer a reasonable fee to reimburse for resources expended to meet Customer's requirements.

8.2 Obligation of Both Parties. Both Parties shall comply at all times with applicable Data Protection Laws.

8.3 Data Processing Agreement. If Customer is required by Applicable Law to enter into a Data Processing Agreement, Customer may request one by contacting dparequest@beekeeper.io.

8.4 Restrictions. Beekeeper shall not (i) sell (as such terms are defined by Data Protection Laws) Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than for the business purposes specified in this Agreement; (iii) retain, use, or disclose Personal Data outside of the direct business relationship between Beekeeper and Customer; and (iv) combine Customer's Personal Data with Personal Data or other information that Beekeeper receives from or on behalf of another person or persons or collects from its own interaction with the applicable data subject, except for as to Provide the Services under this Agreement.

8.5 Data Transformation. Beekeeper may pseudonymize, randomize, aggregate, anonymize Customer Data or Authorized Users Data to provide the Service, for security purposes or to extract Beekeeper Data.

8.6 Disaster Recovery. Beekeeper shall follow its safeguarding procedures for Customer Data and Authorized User Data as set out in its Disaster Recovery Policy as such document may be amended by Beekeeper in its sole discretion from time to time so long as such changes do not materially diminish the protections afforded to Customer Data, and which shall be made available to Customer upon request.

8.7 Data Recovery. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Beekeeper to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Beekeeper in accordance with the back-up procedure described in its then current Disaster Recovery Policy. Beekeeper shall not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any third party, (except those third parties sub-contracted by Beekeeper to perform services related to

Customer Data maintenance and backup) unless solely caused by Beekeeper' gross negligence or willful misconduct.

9. Confidentiality

9.1 Confidential Information. Each Party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. "Confidential Information" means any information of any type in any form that (i) is disclosed to or observed or obtained by one Party from the other Party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other Party) in the course of, or by virtue of, this Agreement and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter (or, if disclosure is made orally or by observation, is designated as confidential or proprietary orally by the person disclosing or allowing observation of the information) or is of a nature that the recipient knew or reasonably should have known, under the circumstances, would be regarded by the owner of the information as confidential or proprietary. The details of the Frontline Success System, Services, Beekeeper Data, and the results of any performance or security tests of the Services, constitute Beekeeper's Confidential Information. Customer Data is the Confidential Information of Customer. For purposes of this Agreement, however, the term "Confidential Information" specifically shall not include information that:

9.1.1 is or becomes publicly known, not under seal by a court of competent jurisdiction, other than through any act or omission of the receiving Party;

9.1.2 was in the other Party's lawful possession before the disclosure and was not acquired directly or indirectly from the other Party;

9.1.3 is lawfully disclosed to the receiving Party by a third party not having an obligation of confidence of the information to any person or body of which the recipient knew or that, under the circumstances, the recipient reasonably should have assumed to exist; or

9.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence.

9.2 Security. In addition to any other restrictions or obligations imposed at law or provided under this Agreement, each Party possessing Confidential Information of the other Party will maintain all such Confidential Information under secure conditions, using the same security procedures used by such Party for the protection of its own Confidential Information of a similar kind and in any event not less than reasonable security measures.

9.3 Non-Disclosure Obligation. Except as otherwise may be permitted by this Agreement, neither Party shall actively disclose any Confidential Information of the other Party to any person without the express prior written consent of the other Party; provided, however, that either Party may disclose appropriate portions of Confidential Information of the other Party to those of its employees, Associated Companies, Subprocessors, contractors, agents, and professional advisors having a substantial need to know the specific Confidential Information in question in connection with such Party's exercise of rights or performance of obligations under this Agreement provided that all such persons (i) have been instructed that such Confidential Information is subject to the obligation of confidence set forth by this Agreement and (ii) are bound by contract, employment policies, or fiduciary or professional ethical obligation to maintain such information in confidence.

9.4 Compelled Disclosure. If either Party is ordered by a court, administrative agency, or other governmental body of competent jurisdiction to disclose Confidential Information, or if it is served with or otherwise becomes aware of a motion or similar request that such an order be issued, or where a third-party gains access to the Confidential information through independent means (provided the Receiving Party has complied with clause 9.2 (Security)), then such Party will not be liable to the other Party for disclosure of Confidential Information required by such order.

9.5 Non-Use Obligation. Except as expressly authorized in this Agreement, during the Subscription Term and forever thereafter (or for such shorter period as may be imposed by Applicable Law), neither Party shall use any Confidential Information of the other Party, except at the request of and for the benefit of such other Party, without the express prior written consent of the other Party.

9.6 Copying. Except as otherwise may be permitted by this Agreement, neither Party shall copy or otherwise reproduce any part of any Confidential Information of the other Party, nor attempt to do so, without the prior written consent of the other Party. Any embodiments of Confidential Information of a Party that may be generated by the other Party, either pursuant to or in violation of this Agreement, will be deemed to be the sole property of the first Party and fully subject to the obligations of confidence set forth herein.

9.7 Proprietary Legends. Without the other Party's prior written consent, neither Party shall remove, obscure, or deface on or from any embodiment of any Confidential Information any proprietary legend relating to the other Party's rights.

9.8 Reports of Misappropriation. Each Party immediately shall report to the other Party any act or attempt by any person of which such Party has knowledge or reasonably suspects (i) to use, disclose, or copy Confidential Information without authorization from the other Party or (ii) to reverse assemble, reverse compile, or otherwise reverse engineer any part of the Confidential Information.

9.9 Post-Termination Procedures. Except as otherwise expressly provided in this Agreement, promptly upon the expiration or any termination of this Agreement or other expiration or termination of a Party's right to possess and/or use Confidential Information, each Party shall turn over to the other Party or destroy (and certify the same in writing, if required in writing by the other Party) any embodiments of any Confidential Information of the other Party.

10. Intellectual Property Ownership

10.1 Beekeeper Intellectual Property. Customer acknowledges and agrees that Beekeeper and/or its licensors own all Intellectual Property Rights in the Frontline Success System, Services and Beekeeper Data. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Frontline Success System, Services or Beekeeper Data.

10.2 Customer Data. Beekeeper acknowledges and agrees that Customer, Authorized Users, and/or their licensors own all Intellectual Property Rights in the Customer Data and Authorized User Data. Except as expressly stated herein, this Agreement does not grant Beekeeper any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Customer Data or Authorized User Data.

11. Limited Warranty

11.1 Services. Beekeeper warrants that, throughout the Subscription Term, the Services will be performed in a professional manner by qualified personnel with reasonable skill and care. The warranty provided in this clause 11 (Limited Warranty) shall not apply to the extent of any non-conformance which is caused by Customer's use of the Services contrary to Beekeeper's instructions, or by modification or alteration of the Services by any party other than Beekeeper or Beekeeper's duly authorized contractors or agents. If the Services do not conform with the warranty provided in this clause 11 (Limited Warranty), Beekeeper will, at its expense, use commercially reasonable efforts to correct any such non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Customer's sole and exclusive remedy, and Beekeeper's sole and exclusive liability, for any breach of the warranty.

11.2 NOTWITHSTANDING THE FOREGOING, BEEKEEPER (AND ITS ASSOCIATED COMPANIES AND ITS SUPPLIERS):

11.2.1 DO NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE SERVICES AND/OR THE INFORMATION OBTAINED BY CUSTOMER THROUGH THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS;

11.2.2 ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM CUSTOMER'S ACCESS TO AND USE OF THE SERVICES THROUGH THIRD PARTY APPLICATIONS, THIRD PARTY FEATURES, OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES;

11.2.3 DO NOT WARRANT THAT ANY SERVICE DEVELOPED IS FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS, OR WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER, THAT THE FUNCTIONS CONTAINED IN SUCH SERVICES WILL FUNCTION WITH OTHER SERVICES, SOFTWARE OR HARDWARE, OR WITHIN A SYSTEM, THAT SERVICES ARE RESISTANT TO HACKING, MALICIOUS INTRUSION BY THIRD-PARTIES, OR ANY OTHER UNAUTHORIZED ACCESS; NOR, IS RESPONSIBLE FOR ANY VIRUS, MALWARE, OTHER HARMFUL COMPONENT, HACKING, MALICIOUS INTRUSION OR ANY OTHER UNAUTHORIZED ACCESS NOT BEING DETECTED BY BEEKEEPER USING REASONABLE CURRENT COMMERCIAL METHODS OF DETECTION; AND

11.2.4 WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF CUSTOMER DATA, OR FOR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER, ANY AUTHORIZED USER, OR ANY THIRD PARTY IN RELIANCE UPON ANY CUSTOMER DATA.

11.2.5 EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS THIS CLAUSE 11 (LIMITED WARRANTY), ALL SERVICES ARE PROVIDED "AS IS" AND BEEKEEPER (AND ITS ASSOCIATED COMPANIES AND ITS SUPPLIERS) HEREBY (i) DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER; AND (ii) SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

12. Indemnity

12.1 Beekeeper Intellectual Property Indemnification. Beekeeper will defend Customer, its Associated Companies and each of their directors, officers, employees, servants, agents, successors, and assigns ("Customer Indemnitees") from and against any claim, demand, suit, action, cause of action, or proceeding made or brought against a Customer Indemnitee by a third party alleging that the Services or any component thereof infringe or misappropriate a third party's Intellectual Property Rights (a "Claim") and will indemnify and hold harmless the Customer Indemnitees from any cost, judgment, penalty, fine, settlement, liability, and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or resulting from any Claim. If Beekeeper receives information about a Claim, Beekeeper may in its discretion and at no cost to Customer (i) modify the Services so that it no longer infringes or misappropriates, without breaching the warranties under this Agreement and providing Customer substantially similar or better capabilities, (ii) obtain a license for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate Customer's subscription for the Services and refund Customer any prepaid Fees covering the remainder of the Subscription Term. The above defense and indemnification obligations do not apply to the extent a Claim arises from:

12.1.1 Third Party's Applications or Customer's use thereof;

12.1.2 Third Party Features or Customer's use thereof;

12.1.3 a modification of the Services other than by Beekeeper or its subcontractors;

12.1.4 Customer's use of the Services otherwise than in accordance with the Agreement or an Order Form;

12.1.5 Customer's use of the Services in connection with Third Party Applications or Third Party Features where such integration of the Third Party Applications or Third Party Feature into the Services thereof, are the cause of the Claim; or

12.1.6 Customer's use of the Services after Beekeeper has informed Customer of modifications or changes in the Services required to avoid such claims.

12.2 Beekeeper Indemnification. Beekeeper agrees to indemnify, defend, and hold harmless the Customer Indemnitees from and against any and all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, fines, penalties, judgments, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, interest, and penalties) resulting from or relating to a claim of a third party regarding the gross negligence, willful misconduct, or violation of Data Protection Laws by Beekeeper or its officers, directors, agents, or contractors.

12.3 Customer Indemnification. Customer will defend Beekeeper against any third party claim, demand, suit or proceeding made or brought against Beekeeper in connection with (i) the content of the Customer Data or Authorized User Data; (ii) Customer's or Authorized User's use of the Services to violate any law, statute, regulation, ordinance administrative rule, or order (that has the effect of law); or (iii) if Beekeeper's use of Customer Data in accordance with this Agreement, infringes or misappropriates a third party's Intellectual Property Rights (each a "Claim Against Beekeeper"), and will indemnify, defend, and hold harmless Beekeeper from any and all losses, liabilities, damages, awards, settlements, claims, suits, proceedings, fines, penalties, judgments, costs, and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, expert witness fees, interest, and penalties) arising from or relating to Claim Against Beekeeper.

12.4 Procedures. Each Party shall promptly notify the other Party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to this clause 12 (Indemnity). The Party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed.

12.5 Introductory Trial. Notwithstanding anything to the contrary, Beekeeper's indemnification obligations set forth in clauses 12.1 (Beekeeper Intellectual Property Indemnification) and 12.2 (Beekeeper Indemnity) shall not apply to Customers using the Services on an Introductory Trial.

13. Limitation of liability

13.1 Applicability. The exclusions in this clause 13 (Limitation of Liability) shall apply to the fullest extent permissible at law but neither Party excludes liability which cannot be excluded by Applicable Law.

13.2 Aggregate Liability. Except with respect to (i) amounts owed by Customer to Beekeeper hereunder for the Fees; (ii) Beekeeper's IP Indemnification obligations under subclause 12.1 (Beekeeper Intellectual Property Indemnification); (iii) amounts under subclause 13.3 (Aggregate Liability for Claims Arising from Pre-Production Release and Introductory Trial), and (iv) Customer's indemnification obligations related to Customer Data under subclause 12.3 (Customer Indemnification); the aggregate liability of each Party for or in respect of any loss or damage suffered by the other party (whether due to breach of contract, tort - including negligence - or otherwise) under, incorporated, or in connection with this

Agreement in any Claim Year shall be limited to the total amount of Subscription Fees paid by Customer during such Claim Year.

13.3 Aggregate Liability for Claims Arising from Pre-Production Release and Introductory Trial. The aggregate liability of Beekeeper for or in respect of any loss or damage suffered by Customer (whether due to breach of contract, tort - including negligence - or otherwise) under, incorporated, or in connection with Pre-Production Releases provided to Customer free of cost and Introductory Trials shall be limited to one-hundred US Dollars (\$100).

13.4 Disclaimer of Certain Damages. To the maximum extent permitted by Applicable Law, in no event will either Party be liable to the other for special, consequential, incidental or other indirect damages, or for loss of profits, anticipated savings, business opportunity, goodwill, or loss of revenue, loss of use or loss of data (including corruption of data), or costs of procurement of substitute goods or services arising of or in connection with this Agreement, howsoever caused and under any theory of liability (including contract, tort, negligence or otherwise) even if the other Party has been advised of the possibility of such damages. In addition, Beekeeper has no liability where any failure to provide the Services is caused by:

13.4.1 a network, hardware or software fault in equipment which is not under the control of Beekeeper;

13.4.2 any act or omission of Customer;

13.4.3 use of the Services contrary to this Agreement; or

13.4.4 any unauthorized access to the Services including a malicious security breach.

13.5 Data Loss or Damage. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be as set out in subclause 8.7 (Data Recovery).

14. Term and Termination

14.1 Term. This Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term as identified on the Order Form. If no Order Form is created, then the Initial Subscription Term shall be twelve (12) months. Customer on an Introductory Trial shall have a term of one (1) month. Thereafter, this Agreement automatically renews for successive periods each with the duration of the Initial Subscription Term (each a "Renewal Period"), unless either Party provides written notice of non-renewal at least 60 days prior to the end of the Initial Subscription Term or relevant Renewal Period, or otherwise terminates in accordance with the provisions of this Agreement. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term". Upon expiration or termination of this Agreement, Customer's access and use of the Services shall automatically terminate.

14.2 Breach and Certain Events. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement and any Order Form without liability at any time and with immediate effect upon written notice, if the other Party:

14.2.1 is in material breach of any of its obligations under this Agreement or the applicable Order Form and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following written notice of the breach; or

14.2.2 voluntarily files a petition under bankruptcy or insolvency law; has a receiver or administrative receiver appointed over it or any of its assets; or if the other Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

14.3 Change of Control. This Agreement may be terminated without liability immediately by Beekeeper upon written notice to the Customer if Customer comes under direct or indirect control of any entity or an Associated Company competing with Beekeeper.

14.4 Effect. On the expiration or termination of this Agreement for any reason:

14.4.1 except as otherwise expressly stated in this subclause 14.4 (Effect) , all rights of use granted under this Agreement, including with respect to Customer Data, shall immediately terminate;

14.4.2 Customer shall cease the use of the Services and Beekeeper shall be entitled to deactivate the Services;

14.4.3 Customer shall promptly pay all undisputed amounts due under this Agreement;

14.4.4 each Party shall return and make no further use of any equipment, property, the Frontline Success System and Services and other items (and all copies of them) belonging to the other Party;

14.4.5 Beekeeper may securely destroy or delete all Customer Data in its possession within sixty (60) days after effective date of termination unless Beekeeper receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. Beekeeper shall deliver the back-up to Customer following its receipt of such a written request. After such thirty (30) day period, Beekeeper shall have no obligation to maintain or provide Customer Data and shall thereafter securely delete and destroy all copies of Customer Data in Beekeeper's control, unless prohibited by law. To the extent Beekeeper is required by Applicable Law to retain any portion of the Customer Data, Beekeeper shall retain such Customer Data as Confidential Information for such time as is required by such law, after which Beekeeper promptly shall destroy the Customer Data.

15. Publicity. Beekeeper is hereby granted permission to publicize its relationship with Customer by stating that Customer is a customer of Beekeeper. Such publicity may include the use of Customer's name, logo, and testimonial quotes in various marketing and promotional materials, including but not limited to, websites, press releases, social media, and other advertising platforms. Customer agrees that Beekeeper may use its name and logo in this way, and that it will not make any claims or representations to the contrary. This permission shall remain in effect through the Subscription Term.

16. Feedback. From time to time, Beekeeper may collect Feedback . All Feedback received will be Beekeeper Data and will not include Customer Data. Feedback is provided "AS IS" without warranty of any kind and Customer hereby disclaims all warranties with respect to the Feedback, including, without limitation, all implied warranties of non-infringement, merchantability, and fitness for any particular purpose.

17. Modifications. Beekeeper reserves the right to modify the terms of this Agreement at any time and will update this Agreement posted at beekeeper.io/legal in the event of any such modification. The modifications to the Agreement will become effective as follows:

17.1 Legally Mandated Modifications. Modifications required by a change in Applicable Law will become effective immediately upon Beekeeper sending Customer written notice.

17.2 Signing a New Order Form. Modifications will become effective at the time the Customer signs a new Order Form. The Parties agree that the latest version of the Agreement that is posted at beekeeper.io/legal on the day that the Order Form is signed will govern all Services for the remainder of the Term.

17.3 Renewal. Modifications will become effective at the time the Services are renewed in accordance with subclause 14.1 (Term) above. The Parties agree that the latest version of the Agreement that is posted at beekeeper.io/legal ninety (90) days prior to the start of the Renewal Period will govern all Services during the Renewal Period.

17.4 Limited Application of Modification. Modifications will not apply to obligations and liabilities incurred prior to the modification effective date.

18. General

18.1 Entire Agreement. This Agreement together with any Order Form, the Service Level Agreement, and the Data Processing Agreement (if any) set out the entire agreement and understanding between the Parties and supersedes any previous agreement or letter of intent between the Parties relating to its subject matter. Unless otherwise expressly agreed in writing, this Agreement applies in place of and prevails over any terms or conditions contained in or referred to in any correspondence or elsewhere or implied by trade custom or course of dealing. Any general terms of business or other terms and conditions of any order or other document issued by a Party in connection with this Agreement shall not be binding on the Parties. In entering into this Agreement each Party acknowledges and agrees that it has not relied on any representations made by the other except as set forth in this Agreement. Any such representations are excluded. Nothing in this subclause 18.1 (Entire Agreement) shall limit liability for any representations made fraudulently.

18.2 Waiver. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require performance of that provision. Any waiver by either Party of any breach of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

18.3 Invalid Provisions. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were revised, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

18.4 Governing Law and Jurisdiction. Unless Customer's principal office is in North America, this Agreement will be exclusively governed by and construed with Swiss law excluding the conflict of law rules; the Commercial Court of the Canton of Zurich shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement, including its conclusion, and the Parties agree and submit to the personal and exclusive jurisdiction and venue of this court. If Customer's principal office is in North America, this Agreement will be exclusively governed by and construed with the laws of the State of New York, without giving effect to the principles of conflict of law; any legal action or proceeding arising under this Agreement will be brought exclusively in the courts of the State of New York in the Third Judicial District or the United States District Court for the Northern District of New York, and the Parties hereby consent to personal jurisdiction and venue therein. The Parties expressly agree that the laws through international treaties including the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. Notwithstanding anything to the contrary in the foregoing, either Party may bring a claim for equitable relief, or provisional or conservatory measures in any court with proper jurisdiction.

18.5 Attorney's Fees. The Parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing Party in any court proceeding will be entitled to recover an award of its cost incurred and reasonable attorney's fees. If the Beekeeper retains the services of a collection agency or attorney to assist in the collection of any amounts due under this Agreement, Customer will pay all expenses incurred by us in such collection efforts.

18.6 Third Party Rights. A person who is not a Party to this Agreement has no rights to enforce, or to enjoy the benefit of, any term of this Agreement.

18.7 Subcontracting and Assignment. Neither Beekeeper nor Customer may assign or otherwise transfer this Agreement, nor any of its rights or obligations, to any third party without prior written consent from the other Party. Such consent shall not be unreasonably withheld or delayed. Beekeeper's refusal of consent in the case of assignment or transfer to a competitor of Beekeeper (including an Associated Company of such competitor), shall be deemed reasonable. Notwithstanding anything to the contrary, Beekeeper shall have the right, upon written notice to the other Party, to assign this Agreement to any of its Associated Companies, or to an entity resulting from a merger, acquisition, other business reorganization, or to an acquirer in connection with an initial public offering of the equity securities of such impacted Party. In addition, subject to compliance with the terms of this Agreement, Beekeeper shall have the right to subcontract any of its obligations hereunder to a third party, provided that Beekeeper shall continue to remain responsible for the performance of the Services hereunder. Any attempted assignment, sub-contracting, or other transfer in violation of this provision shall be null and void. This Agreement shall be binding on the Parties hereto and their respective successors and permitted assigns.

18.8 Factoring and Assignment of Receivables. Beekeeper may, without the Customer's consent, assign to a third party the right to any amounts (including but not limited to any interest incurred for late payment) or any part thereof due to Beekeeper under this Agreement, including but not limited to by way of factoring of receivables, assignment of receivables or debt purchase. Beekeeper shall promptly notify the Customer of any such assignment.

18.9 No Partnership or Agency. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18.10 Force Majeure. Beekeeper shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Beekeeper or any other Party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm. Beekeeper shall provide Customer with written notice of such an event and its expected duration.

18.11 Notices.

18.11.1 Notices to Beekeeper under this Agreement shall be sent to the applicable Beekeeper entity via recognized overnight courier or by certified mail with return receipt requested: (i) Beekeeper AG, Hardturmstrasse 181, 8005 Zürich, Switzerland; (ii) Beekeeper USA, Inc. 548 Market St, Suite 22188, San Francisco, CA 94104-5401, United States; or (iii) Beekeeper GmbH, c/o WeWork, Warschauer Pl. 11-13, 10245 Berlin, Germany.

18.11.2 Notices to Customer under this Agreement shall be sent to (i) the address provided to Beekeeper by Customer; (ii) by sending such notice to the Customer's Services administrator through the Services; or (iii) by sending an email to the primary email address associated with Customer's account. Customer consents to receive communications in an electronic form. Such notification shall be deemed to be written notice to the Customer.

18.11.3 Notices must be in writing and will be treated as delivered on the date on the courier confirmation of delivery, the date shown on the return receipt, or the electronic message transmission date.

18.12 Variations. Save as otherwise expressly stated in this Agreement, this Agreement may only be modified or varied in writing executed by duly authorized representatives of both Parties.

18.13 Survival. In addition to those provisions which by their nature are intended to survive any termination of this Agreement, clauses and subclauses 7.1 (Ownership), 8 (Data Protection and Security), 9 (Confidentiality), 10 (Intellectual Property Ownership), 12 (Indemnity), 13 (Limitation of Liability), 14.4 (Effect), and 18 (General) of this Agreement shall survive such termination or expiration of this Agreement.

18.14 Export Control. The Service, Software and other Beekeeper materials are subject to the export control laws of various countries, including without limitation the laws of the European Union, United States, Switzerland, and the United Kingdom. Customer agrees that it will not submit the Services or other Beekeeper materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of Beekeeper, and will not export the Service, software within the Frontline Success System, Beekeeper Data and Beekeeper materials to countries, persons or entities prohibited by such laws. Customer shall also be responsible for complying with all applicable governmental regulations related to export of the software of the country where Customer is registered and any foreign countries in which Customer uses the Services or other Beekeeper materials. Customer will not engage in any activity that would cause Beekeeper to be in violation of any such export control laws and regulations.

18.15 Conflict. To the extent any of the terms of this Agreement conflict with the terms of the Order Form, the terms of this Order Form shall control.

18.16 Interpretation. For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation" unless otherwise expressly indicated in a given instance, (ii) the word "or" is not exclusive, and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to clauses mean the sections of this Agreement, reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, or modified from time to time to the extent permitted by the provisions thereof, and reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The division of this Agreement into sections, subsections, and paragraphs and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. Unless otherwise indicated, references to sections, subsections, and paragraphs are to provisions of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

18.17 Swiss Public Law Corporations and Institutions. If Customer is a Swiss public law corporation or a Swiss public institution, Beekeeper will (i) provide Customer with data center facilities in Switzerland where Customer Data shall be hosted; (ii) use Swiss law to govern this Agreement; and (iii) only exercise its rights under clause 15 (Publicity) following receipt of subsequent written permission from Customer (email is sufficient).

18.18 Electronic Signature. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

- *Signature Page Follows* -

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BEEKEEPER

CUSTOMER

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

(if Customer requires second signature)

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: