This Master Agreement is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Master Agreement to be effective as of the Effective Date, as defined in the Order Document. As used in this Agreement, "Party" means either Client or MRI, as appropriate, and "Parties" means Client and MRI.

1. PURPOSE AND SCOPE

1.1 Master Agreement. This Master Agreement establishes the general terms and conditions to which the Parties have agreed in order to facilitate the licensing of residential and/or commercial property management enterprise **s**oftware, content, other products and/or the provision of related services. Additional product or service-specific terms and conditions are set forth in one or more Schedules (as further defined in Section 1.2 herein).

All references to the "**Master Agreement**" shall mean this document, exclusive of Schedules. All references to the "**Agreement**" wherever found shall include this Master Agreement, all Schedules, the Order Document and any attachments incorporated in the Schedules.

1.2 Incorporation of Schedules. This Master Agreement shall fully incorporate by reference the terms and conditions found in each of the Schedules indicated on the Order Document or incorporated into these terms.

The Parties may execute, from time to time, additional Schedules under the terms of this Master Agreement.

1.3 Incorporation of Order Documents.

"**Order Document"** means the document(s), regardless of its actual name, executed by the Parties which incorporates by reference the terms of this Master Agreement and applicable Schedules, and describes Client's order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party EULAs, if any.

At any time after execution of the initial Order Document, Client may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon MRI's receipt and acceptance of a new Order Document specifying the foregoing.

1.4 Owner. The Software is designed to be used for residential and/or commercial property management. If the Client is not the owner of such property or not the owner of all such properties for which the Software or any Service is utilized; but rather, Client is the manager for the owner of such property (with the non-Client property owner defined as "Owner"), then Client represents that Client either: (i) is entering this Agreement directly in privity with MRI; or (ii) is the duly appointed agent of the Owner and has the authority to enter into and perform the Agreement and use the Software and Services pursuant to the terms set forth in the Agreement. Client shall at all times be solely liable for the payment of all fees and the observance of all obligations, terms and conditions of the Agreement, regardless of any action, inaction or non-payment by any Owner. Client shall keep MRI apprised in writing at all times of the identity and contact information of the Owner, and if Client's relationship changes with respect to the Owner (by way of example and not by way of limitation, such as if Client's agency or management relationship with Owner terminates). If Client's relationship with an Owner or a particular property terminates for any reason, Client shall continue to be liable for any and all fees related to such Owner or property regardless of when such fees are billed by MRI. Client shall immediately notify MRI in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client, Owner or any of the properties, sites, or communities authorized for use of any Software or SaaS Service. Client shall undertake all reasonable efforts to assist in deactivating the ability of any such sold or transferred properties, sites and communities to use or benefit from any Software or SaaS Service. Client shall remain fully liable for the use of any Software or SaaS Service until proper notification is completed.

1.5 Administrators. For the purposes of this Agreement, "**Administrators**" means the individual so designated by Client on the Order Document. An Administrator has full administrative privileges for all Software and Services, including without limitation (i) creating, deleting or modifying databases or user accounts; (ii) creating, deleting, copying, restoring or requesting copies of databases; (iii) requesting security and audit reporting; (iv) security class modification; and (v) site modification. Once named, the Administrator(s) shall have sole authority to instruct MRI and make decisions on behalf of Client regarding Client's use of the Software or Services. MRI shall be entitled to rely upon any representation of the Administrator(s) without further verification of authority. MRI may, from time to time, in its sole discretion, require written documentation of Client verifying the authority or continued authority of any Administrator, which Client shall provide upon request. At least one (1) Administrator must be a Designated Support Contact. An Administrator must be an employee of the Client.

1.6 Designated Support Contact. For the purposes of this Agreement, "**Designated Support Contacts**" means the Client employees so designated by Client on the Order Document. The Client shall have the number of Designated Support Contacts as designated on the Order Document. Only a Designated Support Contact shall be permitted to contact MRI for any Maintenance and Support services and shall have the authority to (i) log case requests; and (ii) receive status updates on cases. A Designated Support Contact must be an employee of the Client.

1.7 Client User. For the purposes of this Agreement, "**Client User**" means a Client employee or Client Affiliate, acting directly on behalf of Client and using the Software or Services solely for the purpose of the Client's internal business operations. If an Affiliate is a Client User, Client warrants that it has the authority to bind such Affiliate(s) to the terms of the Agreement and any applicable Schedule and further warrants that Client shall be jointly and severally responsible (with any such Affiliates) for a breach of such terms by its Affiliates. Client shall only permit Client Users to access and use any Software or Service and represents and warrants that all Client Users shall comply with the terms and conditions of use set forth in this Agreement and each such Client User shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement. Client shall indemnify and hold MRI harmless for all loss, damages, costs and expenses (including reasonable attorneys' fees) incurred by MRI for any breach or other violation of this Agreement by a Client User. An independent contractor, agent or other third party acting on behalf of Client may be deemed a Client User upon prior written consent of MRI, which MRI shall determine in its sole discretion, and may require such independent contractor, agent or other third party to certify with or enter contractual terms with MRI acceptable to MRI. In no event shall the combined use of the Software or Services hereunder by Client and its Client Users exceed the Licensed Metrics authorized under the applicable Order Document.

2. DEFINITIONS

"Affiliate" means an entity controlling, controlled by or under common control with a Party to the Agreement where control means the ownership or control, directly or indirectly, of more than fifty percent (50%) of all the voting power of the shares (or other securities or rights) entitled to vote for the election of directors or other governing authority.

"**Client**" means the entity that has entered into this Agreement with MRI. "Client" also refers to Affiliates authorized to use the Software and Services in accordance with Section 1.7.

"Client Data" means any data and information that Client provides, generates, transfers or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Client Data shall also include data and information belonging to Owner as well as Owner's customers and Client's customers.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access through MRI or the Software.

"**Configurations**" means, regardless of whether such Configurations are performed by MRI, Client or Client User, (i) configurations implemented through use of the MRI application toolkit or other MRI approved industry standard toolkit, and not through source code change, or (ii) modifications to standard services reports. Notwithstanding any other provision in the Agreement, if Client has Configurations performed by a third party, such third party must be qualified as a Client User pursuant to Section 1.7 prior to the disclosure of any MRI Confidential Information to such third party.

"Documentation" means the user instructions, release notes, Functional Specifications, manuals and on-line help files in the form generally made available by MRI, regarding the use of the applicable Software.

"**Functional Specifications**" means those specifications of the MRI Software's functionality as set forth in the MRI Software LLC and Affiliated companies Functional Specifications, which may be found on www.mrisoftware.com/MRIfunctionalspecs.asp, which specifications may be updated from time to time by MRI upon posting new specifications at such web page address.

"**Intellectual Property**" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which MRI has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"License Metrics" means the limitation on the usage of each of the Software and Maintenance and Support services as designated and/or defined in the applicable Order Document by a term such as the number of leases, units, assets, users and the like.

"**Maintenance and Support**" includes (i) phone assistance and workarounds so that the Software operates in material conformance with the Functional Specifications, and (ii) Updates, all of which are provided under MRI's Maintenance and Support Policies (as may be amended by MRI from time to time) in effect at the time the Support is provided. For the avoidance of doubt, Maintenance and Support excludes Professional Services.

"**Maintenance and Support Policies**" means those policies and procedures that are found on MRI's website at www.mrisoftware.com/maintenanceandsupport, which may be subject to update by MRI from time to time.

"**MRI Software**" means each MRI-developed and/or MRI-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades thereto (if purchased by Client).

"Owner" is defined in Section 1.8.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

"Protected Materials" means Software, Content, Services, Configurations, license keys and MRI's or its licensors' Intellectual Property or Confidential Information.

"SaaS Services" the provision of the Software and/or Content as a service which is hosted by MRI or its hosting providers and which is accessed by Client via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

"Services" means collectively (i) the Professional Services; (ii) Maintenance and Support, and (iii) SaaS Services.

"**Software**" means collectively the MRI Software and Third Party Software.

"Third Party EULA" or "**EULA**": the end user license agreement, if any, that accompanies or pertains to the Third Party Software, and that is incorporated into the Agreement, appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Client to the applicable Third Party Software. A current list of Third Party EULAs may be found at www.mrisoftware.com/EULA, which may be updated from time to time.

"**Third Party Software**" means software in object code form, including Documentation, Updates and Upgrades (if purchased by Client), owned by an entity other than MRI which are to be provided to Client by MRI on a pass-through, reseller or OEM basis pursuant to the terms of the EULA.

"Updates" means a new version of the Software, if and when developed after the effective date of the Order Document, which MRI makes generally available to its customers as part of the Maintenance and Support. Updates include bug fixes, patches, error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates exclude Upgrades and new products, modules or functionality for which MRI generally charges a separate fee.

"Upgrade" means a new Software release that may contain (i) new applications; (ii) major functionality enhancements or improvements; and/or (iii) a new platform, which MRI designates as an Upgrade and for which MRI charges a separate license fee or, at MRI's election, new modules or products, or major releases that include significant feature enhancements or significant architectural modifications for which MRI charges an incremental upgrade fee.

3. FINANCIAL TERMS

3.1 Fees and Payment Terms. Fees are specified in the applicable Order Document. Fees are exclusive of, and Client is responsible for, shipping costs.

Payment of all fees is due thirty (30) calendar days after the invoice date, unless otherwise agreed in the Order Document. Interest accrues on past due balances at the lesser of one and a half percent (1½%) per month compounded or the highest rate allowed by law. Client is responsible for providing an accurate billing contact on the Order Document and updating that billing contact as needed from time to time such that MRI always has an accurate billing contact for Client.

If Client fails to make payments of any fees due under the Agreement, Client shall be in material breach of this Agreement. MRI will be entitled to suspend its performance upon ten (10) calendar days' written notice to Client and/or to modify the payment terms, and to require full payment before any additional performance is rendered by MRI. Notwithstanding any of MRI's rights enumerated in Sections 3.1 or 9 of this Master Agreement, if Client fails to timely pay applicable fees under an Order Document, MRI shall be entitled to collect all past and current amounts due and owing, and to accelerate all future amounts to be due, such that all remaining periodic payments for the then current term of the applicable Order Document are immediately due and owing. Client shall be responsible to pay any collection expenses (including attorneys' fees) incurred by MRI.

Unless expressly provided otherwise, fees paid or payable for Software licenses, SaaS Services or Maintenance and Support are not contingent under any circumstances upon the performance of any Professional Services.

3.2   Taxes.   Unless expressly provided otherwise, the prices in the Agreement do not include taxes. Client agrees to pay any taxes, other than those based on MRI's net income, arising out of the Agreement, including goods and services tax imposed on MRI in connection with supplies made under the Agreement. If Client is tax-exempt, Client agrees to send MRI a copy of its tax-exempt certificate prior to execution of a Schedule. Client agrees to indemnify MRI from any liability or expense incurred by MRI as a result of Client's failure or delay in paying taxes due.

3.3   Travel Expenses. Unless otherwise noted within the Order Document, MRI's reasonable travel and lodging expenses incurred by MRI in the performance of Services on Client's site will be billed separately at actual cost.

4.   CONFIDENTIALITY

4.1   Defined. By virtue of the Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which by its nature ought to be in good faith considered confidential and proprietary to the disclosing Party ("***Confidential Information***"). Confidential Information of MRI and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, fees and charges, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of MRI and its licensors relating to or embodied in the Software or Documentation. MRI's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of MRI.

4.2   Non-Disclosure. Each Party will protect the other Party's Confidential Information from unauthorized use or dissemination and use the same degree of care that each such Party uses to protect its own confidential information, but in no event less than a reasonable amount of care.   Neither Party will use Confidential Information of the other Party for purposes other than those necessary to directly further the purposes of the Agreement. Neither Party will disclose to third parties Confidential Information of the other Party without prior written consent of such other Party. Notwithstanding anything in this Agreement to the contrary, Client agrees that, upon request by Owner, MRI may communicate directly with the Owner about all aspects of the Agreement, the Client Data, and any other Client Confidential Information, if applicable.

4.3   Exceptions.   Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was rightfully in the receiving Party's possession before receipt from the disclosing Party free of any obligation to keep it confidential; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party.

4.4   Compelled Disclosure. The receiving Party may disclose Confidential Information of the disclosing Party if it is compelled by law to do so, provided the receiving Party gives the disclosing Party sufficient prior notice of such compelled disclosure (to the extent legally permitted) to permit the disclosing Party a reasonable opportunity to object to the compelled disclosure and to allow the disclosing Party the opportunity to seek a protective order or other appropriate

remedy.   The receiving Party shall provide reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

4.5   Remedy/Injunctive Relief. The Parties acknowledge that disclosure of any Confidential Information may give rise to irreparable injury to the Party whose information is disclosed, which injury may be inadequately compensated in damages.   Therefore, either Party may seek injunctive relief against the other Party's breach or threatened breach of this Section 4 as well as any other legal remedies that are available.

5.   PRIVACY

Client represents and warrants that before providing non-public personal or financial information to MRI or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with MRI under the Agreement. Notwithstanding anything in this Agreement to the contrary, Client hereby grants to MRI a perpetual, non-cancellable, worldwide, non-exclusive right to utilize any data that arises from the use of the Protected Materials by Client whether disclosed on or prior to the Effective Date for any legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.

The Parties agree to comply with the terms of the Data Protection and Security Schedule, incorporated hereto and made part of the Agreement if Client provides personal data to MRI from data subjects in Canada or the European Union ("EU"). Client shall ensure that it complies with all applicable EU and Canadian laws that apply to Client as the data controller of such personal data in connection with the Data Transfer.

6.   LIMITED RIGHTS AND OWNERSHIP

6.1   Reservation of Rights.   All rights not expressly granted in the Agreement are reserved by MRI and its licensors. Client acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Client acquires only the right to use the Protected Materials and MRI, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by MRI, Client, Client User, or other third party) (a) Intellectual Property embodied in or associated with the Protected Materials, (b) deliverables and work product associated with the Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure thereof, constitute valuable trade secrets of MRI and its licensors. Client hereby assigns to MRI all right, title and interest in and to Configurations developed by Client, Client User or by any other third party on behalf of Client; however, Client shall retain a license to use such Configurations for so long as Client retains a license to use the Software or SaaS Services, as applicable, used in conjunction with such Configurations. Client agrees to secure and protect the Protected Materials consistent with the maintenance of MRI's and its licensors' rights therein, as set forth in this Master Agreement. If Client provides to MRI any ideas, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback"), Client hereby gives to MRI, without charge, royalties or other obligation, the right to make, have made, create derivative works, use, share and commercialize the Feedback in any way and for any purpose. Client agrees to execute such further instruments, and take such further actions as MRI may reasonably request, at MRI's expense, to apply for, register, perfect, confirm, and protect MRI's rights. Client shall reimburse MRI for any and all expenses that MRI may incur (including interest, attorneys' fees and other legal expenses) in connection with MRI's efforts to enforce its rights against Client with respect to

the Protected Materials, or any of MRI's Intellectual Property rights in the event MRI prevails in such enforcement efforts.

6.2 **Restrictions**. Client shall not itself, or through any Affiliate, Client User, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host (except Client shall be permitted to host the MRI Software with respect to a perpetual software license), lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise except as permitted by law; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client Users; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Configurations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis, other than on behalf of Owner, if applicable; (vii) disclose or publish, without MRI's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as permitted by law or expressly permitted herein.

6.3 **Client Data.** Notwithstanding anything in this Agreement to the contrary, Client and/or Owner retains sole and exclusive ownership to any and all Client Data.

6.4 **License Grant by Client.** Client grants to MRI a non-exclusive, royalty free license to use equipment, software, Client Data or other material of Client solely for the purpose of performing MRI's obligations under the Agreement.

6.5 **Enforcement**. Client shall (i) ensure that all users of Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify MRI of any actual or suspected violation thereof and (iii) cooperate with MRI with respect to investigation and enforcement of the Agreement. The Software contains code-based protections that serve to prevent and remedy violations of the license restrictions. If the Software is hosted on Client's technology systems, MRI may access the Software remotely in order to ensure Client's compliance with the license terms and other restrictions of the Agreement.

7. **INDEMNIFICATION**

7.1 **Intellectual Property Infringement.** MRI will defend or settle, at its option and expense, any action, suit or proceeding brought against Client by a third party that the MRI Software or SaaS Services infringe a third party's UK, Australia or USA patent, copyright, or registered trademark ("**IP Claim**"). MRI will indemnify Client against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such IP Claim, provided that Client: (i) promptly gives written notice of the IP Claim to MRI; (ii) gives MRI sole control of the defence and settlement of the IP Claim; (iii) provides MRI, at MRI's expense, with all available information and assistance relating to the IP Claim and cooperates with MRI and its counsel; (iv) does not compromise or settle such IP Claim; and (v) is not in material breach of any agreement with MRI.

7.2 **Indemnification Exceptions.** MRI has no obligation to the extent any IP Claim results from: (i) Client having modified the MRI Software or SaaS Services or used a release other than a current unaltered release of the MRI Software, if such an infringement would have been avoided by the use of a current unaltered release of the MRI Software, (ii) Content and/or any Third Party Software, (iii) Configurations or (iv) the combination, operation or use of the MRI Software or SaaS Services with software or data not provided by MRI.

7.3 **Infringement Remedies.** If it is adjudicated that an infringement of the MRI Software or SaaS Service by itself and used in accordance with the

Agreement infringes any UK, Australia or USA patent, copyright, or registered trademark, MRI shall, at its option: (i) procure for Client the right to continue using the MRI Software or SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) MRI shall terminate the applicable license or Service and shall refund to Client (a) with respect to a perpetual license to the MRI Software, the license fees for the affected Software, less 1/12 thereof for each month or portion thereof since the original Effective Date, or (b) with respect to SaaS Services and/or limited term Software licenses, the pre-paid portion of the SaaS Services or term license fees paid to MRI for the affected MRI Software or Service. SECTIONS 7.1, 7.2 AND 7.3 STATE MRI'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

7.4 **Client Indemnification.** Client shall defend MRI against any claim, demand, suit, or proceeding made or brought against MRI by a third party arising out of or related to (i) the Client Data; (ii) Client's or its users' use of the Software or the SaaS Services in violation of the Agreement; (iii) Client or any user infringing or misappropriating the Intellectual Property rights of a third party or violating applicable law; or (iv) Client's or its users' use or misuse of the Software or SaaS Service or Client's or its users' use or misuse of the Client Data (including, without limitation, accessing, providing access, using or distributing the Client Data) (each of the above a "Client Claim"). Client shall indemnify MRI for all damages and costs finally awarded against, and for reasonable attorneys' fees incurred by, MRI in connection with any Client Claim, or those costs and damages agreed to in a monetary settlement of such Client Claim; provided that MRI (a) promptly gives Client written notice of the Client Claim, (b) gives Client sole control of the defence and settlement of the Client Claim (provided that Client may not settle or defend any Client Claim unless it unconditionally releases MRI of all liability), and (c) provides Client all reasonable assistance, at Client's cost. For purposes of this Section 7.4 only, "MRI" shall include MRI and its Affiliates, and each of their members, owners, officers, directors, employees, agents, successors and assigns.

8 **DISCLAIMERS AND LIMITATION OF LIABILITY.**

8.1 **Disclaimer of Warranties.** THE WARRANTIES, IF ANY, SET FORTH IN THE SCHEDULES ARE IN LIEU OF, AND MRI, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERM EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY, CONDITION OR OTHER TERM THAT ANY SOFTWARE, SAAS SERVICE, CONTENT, DELIVERABLES OR OTHER SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR THE USE OF REASONABLE SKILL AND CARE; (iii) ANY WARRANTY, CONDITION OR OTHER TERM THAT CONTENT AND/OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES, CONDITIONS OR OTHER TERM ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY MRI, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. ALTHOUGH CERTAIN OF THE SOFTWARE AND CONTENT MAY BE DESIGNED TO HELP CLIENTS COMPLY WITH APPLICABLE LAWS AND REGULATIONS, MRI HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE SOFTWARE AND CONTENT IN THIS REGARD. ALL SUCH LAWS AND REGULATIONS MAY CHANGE FROM TIME TO TIME, AND THE SOFTWARE AND CONTENT MAY NOT BE UPDATED TO REFLECT SUCH CHANGES. CLIENT SHOULD

CONSULT AN ATTORNEY WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

8.2   Connection Over Internet. CLIENT ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CLIENT DATA. ACCORDINGLY, MRI CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

8.3   Limitation of Liability. THIS SECTION 8.3 LIMITS MRI'S LIABILITY ARISING UNDER OR IN RELATION TO THE AGREEMENT (WHETHER ARISING FOR BREACH OF CONTRACT, MISREPRESENTATION (WHETHER TORTIOUS OR STATUTORY), TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE) ("SOURCES OF LIABILITY"). TO THE FULLEST EXTENT PERMITTED BY LAW, MRI'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO CLIENT FOR ANY CLAIM BY CLIENT OR ANY THIRD PARTIES UNDER THE SOURCES OF LIABILITY, EXCLUDING LIABILITY PURSUANT TO SECTION 7 (Indemnification), WILL BE LIMITED TO (i) WITH RESPECT TO PERPETUAL SOFTWARE LICENSES OR PROFESSIONAL SERVICES, THE FEES PAID BY CLIENT FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM LESS 1/36 THEREOF FOR EACH MONTH OR PORTION THEREOF SINCE THE EFFECTIVE DATE AND (ii) WITH RESPECT TO SAAS SERVICES, TERM LICENSES AND MAINTENANCE AND SUPPORT,THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

8.4   Third Party Software and Content. From time to time, MRI may utilize Third Party Software and Content in order to deliver the Software or Services to its Clients. Client's use of the Third Party Software and Content is subject to and Client shall comply with the terms of any applicable Third Party EULAs. The licensors of such Third Party Software are intended third party beneficiaries with rights to enforce the Third Party EULAs. MRI has no control over Third Party Software providers or the availability of the Third Party Software and Content. In its discretion, MRI may add, remove, and/or substitute any Third Party Software. THE PROVISION OF CONTENT IS SUBJECT TO AVAILABILITY FROM THIRD PARTY CONTENT PROVIDERS AND MRI SHALL HAVE NO LIABILITY SHOULD SUCH CONTENT BECOME UNAVAILABLE FOR ANY REASON OR IS NO LONGER AVAILABLE UNDER REASONABLE COMMERCIAL TERMS. PROVIDED THAT MRI IS OTHERWISE IN COMPLIANCE WITH ITS WARRANTY PROVISIONS UNDER THE APPLICABLE SCHEDULES, MRI MAKES NO WARRANTY WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR ANY CONTENT AND CLIENT'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY SOFTWARE SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO MRI, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. CONTENT AND THIRD PARTY SOFTWARE ARE MADE AVAILABLE ON AN "AS IS, AS AVAILABLE" BASIS

8.5   No Special Damages. SUBJECT TO SECTION 8.8 (EXCEPTION), IN NO EVENT WILL MRI BE LIABLE TO CLIENT FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING FROM THE sources of liability: (I) ANY LOSS OF PROFITS, BUSINESS, CONTRACTS, ANTICIPATED SAVINGS, GOODWILL, OR REVENUE, ANY WASTED EXPENDITURE, OR ANY LOSS OR CORRUPTION OF DATA (REGARDLESS OF WHETHER ANY OF THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT OR CONSEQUENTIAL); OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, EVEN IF MRI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLIENT WAS AWARE OF THE POSSIBILITY THAT SUCH LOSS OR DAMAGE MIGHT BE INCURRED BY MRI.

8.6   Time to Bring Claim. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST MRI MORE THAN THE SHORTER OF ONE YEAR OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.

8.7   Survival. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

8.8   Exception. NOTHING IN THE AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY TO THE OTHER FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

9.   TERM AND TERMINATION

9.1   Term. The term of this Master Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration or termination of all Schedules, unless otherwise terminated earlier as provided hereunder.

9.2   Termination. Either Party may terminate the Agreement including all Schedules immediately upon written notice in the event that the other Party commits a non-remediable material breach of the Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within thirty (30) calendar days of being notified in writing of such breach, except for breach of Section 3.1 (Fees and Payment Terms) which shall have a ten (10) calendar day cure period.

Where a Party has a right to terminate the Agreement, the non-breaching Party may at its discretion either terminate the Agreement or the applicable Schedule. Schedules that are not terminated shall continue in full force and effect under the terms of this Master Agreement.

9.3   Post-Termination Obligations. Following termination of the Agreement or a Schedule (for whatever reason), Client shall certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information of MRI and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Client's obligation to pay in full any and all amounts due, nor shall termination by MRI result in a refund of fees paid. Client shall use its commercially reasonable endeavours to remove all Client Data from any Software or SaaS Service prior to termination of the Agreement or applicable Schedule. Client may engage MRI to assist Client in removing such Client Data at MRI's then standard rates. If any Client Data remains in the Software or SaaS Service more than thirty (30) calendar days after the effective date of termination, MRI may, in its sole discretion and without notice, delete any and all Client Data. At any time before or after termination, if an Owner requests that any Client Data be provided directly to such Owner, Client agrees that MRI may transfer such Client Data directly to such Owner, and that MRI shall not be liable for any damages that result from the transfer of Client Data to an Owner.

10.   GENERAL PROVISIONS

10.1   Security. The Parties agree to comply with the security measures outlined in the Data Protection and Security Schedule attached.

10.2   Force Majeure. Neither Party shall incur any liability to the other Party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the Party seeking protection under this Section. Such events, occurrences, or causes shall include, without limitation, acts of God,

strikes, lockouts, riots, acts of war, terrorism, earthquake, fire or explosions ("**Force Majeure Events**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.3   Assignment. MRI may novate, transfer or assign the Agreement and all of its rights and obligations herein without Client's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer the Agreement without the prior written consent of the other Party.

10.4   Notice of U.S. Government Restricted Rights. If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.5   Export. Client shall comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that the Software is not exported, directly or indirectly, in violation of those laws.

10.6   Non-solicitation. During the term of this Master Agreement and for a period of one year following its termination, Client will not employ or solicit for employment directly or through other parties, without the MRI's written permission, any individual employed by MRI. If a Party breaches this Section 10.6, such Party shall pay to the non-breaching Party a sum equal to one hundred and fifty percent (150%) of the hired employee's annual salary while such employee was employed by the non-breaching Party, and such payment shall be made within thirty (30) calendar days of hiring such employee.

10.7   Compliance. During the term of this Master Agreement and for a period of one year following its termination, Client shall maintain and make available to MRI records sufficient to permit MRI or an independent auditor retained by MRI to verify, upon ten (10) calendar days' written notice, Client's full compliance with the terms and requirements of the Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Client with the Agreement, Client shall reimburse MRI for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by MRI, and Client shall promptly cure any such noncompliance, including without limitation through the payment of any and all fees owed to MRI during the period of noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of MRI's termination rights. Client acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

10.8   Notices. Any notice required or permitted to be sent under the Agreement shall be delivered by hand, by overnight courier, or by certified mail, return receipt requested, to the address of the Parties first set forth in the Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

10.9   Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.10   Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.11   Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: Sections 1, 2, 3, 4, 6.1, 6.2, 6.5, 7, 8, 9, and 10.

10.12   No Waiver. Any waiver of the provisions of the Agreement or of a Party's rights or remedies under the Agreement must be in writing and signed by an authorized representative of the waiving Party in order to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. The waiver by either of the Parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have at law or in equity. Failure, neglect, or delay by a Party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such Party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such Party's right to take subsequent action.

10.13   Entire Agreement. The Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. Client hereby releases and discharges MRI from any and all claims for relief, causes of action, or demands arising out of or in any way relating to any event, act or occurrence prior to the Effective Date of this Agreement. No modification to the Agreement will be binding unless in writing and includes a signature by an authorized representative of each Party. All pre-printed terms of any Client purchase order or other business processing document shall have no effect. Nothing in this Section 10.13 shall limit or exclude any liability for fraud.

10.14   No Third Party Beneficiaries. This Agreement is for the benefit of the Parties and their successors and permitted assigns, and (except as provided expressly elsewhere in Agreement) does not confer any rights or benefits on any third party, including any employee of a Party, any client of a Party, or any employee of a client of a Party. Notwithstanding the above, the Parties acknowledge that all rights and benefits afforded to MRI under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software.

10.15   Governing Law and Venue. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

10.16   Legal Fees and Costs. In the event of a dispute between the Parties regarding the enforcement of the Agreement, the prevailing Party in such dispute will be entitled to collect from the other Party the prevailing Party's reasonable legal fees, expert witness fees, and costs.

10.17   Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Schedule, the

provisions of this Master Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Master Agreement.

In the event of a conflict between an Order Document and the Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Client purchase order or other business processing document shall have no effect.

10.18   Headings and Drafting.   The headings in the Agreement shall not be used to construe or interpret the Agreement.   The Agreement shall not be construed in favor of or against a Party based on the author of the document.

10.19   Counterparts.   The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an

enforceable original of the Agreement, and that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures.

10.20   Treatment in the Event of Insolvency of Client. Client acknowledges that MRI will be harmed if this Agreement was assigned to a competitor, direct or indirect, or any other party whose use of MRI Software or Services pursuant to the Agreement would be detrimental to the business and rights of MRI, and Client hereby grants MRI the right to consent to any proposed assignment of this Agreement in the event of insolvency of client.

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END OF MASTER AGREEMENT

SAAS SERVICES SCHEDULE

This SaaS Services Schedule is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this SaaS Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

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1. DEFINITIONS

Additional defined terms specific to this Schedule:

"**Error**": a material failure of a hosted MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"Malicious Code: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Certified Operating Environment" or **"COE"** means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on www.mrisoftware.com/COE which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

2. TERM; RENEWAL; TERMINATION.

2.1 Term and Renewal. SaaS Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("**Initial Term**"). Following the end of the Initial Term, SaaS Services shall automatically renew for the same length as the Initial Term (a "**Renewal Term**") unless either Party gives written notice at least sixty (60) days' prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew the SaaS Service. For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) calendar days' prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "**Term**". For the purposes of the pricing notice in this section, email or regular mail shall suffice.

2.2 Termination. This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement. Sections 1 and 2 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the SaaS Services, and provided Client is not in breach of any of its obligations under the Agreement, MRI will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

3. GRANT OF USE

Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, MRI grants to Client, for the Term, the right to access and use the SaaS Services, as more fully described in the Order Document, solely for Client's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

SaaS Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Unless stated otherwise in the Order Document, fees are based on Services and License Metrics purchased and not actual usage.

4. SERVICES

4.1 SaaS Environment. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's Internet access.

4.2 SaaS Service Availability. MRI shall use commercially reasonable efforts to make the SaaS Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) Scheduled Maintenance; (b) Client Error Incidents; (c) Emergency Maintenance; (d) any unavailability caused by circumstances beyond MRI's reasonable control, including without limitation, Force Majeure Events; and (e) Internet service provider failures or delays. Scheduled Maintenance is defined as any maintenance performed during MRI's then-current standard maintenance windows and any other maintenance of which Client is given at least eight (8) hours' advance notice and which may, at MRI's discretion, be provided via a SaaS Services posting. MRI may perform maintenance on some or all of the SaaS Service in order to upgrade hardware or software that operates or supports the SaaS Service, implement security measures, or address any other issues it deems appropriate for the continued operation of the SaaS Service. Client Error Incident is defined as any SaaS Service unavailability related to Client's applications, Client Data, or Client's equipment, or the acts or omissions of any user of the SaaS Service. Emergency Maintenance means downtime of the SaaS Service due to the application of urgent patches or fixes, or other urgent maintenance, or as recommended by MRI's vendors, that is performed outside of Scheduled Maintenance.

Client acknowledges that MRI does not control the transfer of data over telecommunications facilities, including the Internet. MRI does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MRI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.3 Maintenance and Support Services. Subject to Client's timely payment of applicable SaaS Services fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document, under MRI's Maintenance and Support policies in effect at the time the Services are provided for the level of Services ordered. MRI shall manage and install all Updates and Upgrades of the hosted Software. Updates are provided when and if available, and MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the SaaS Services; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services do not include custom development, Upgrades, or Configurations regardless of whether such Configurations are performed by MRI or by Client.

MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided, however, that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable endeavours to obtain Maintenance and Support from the third party owner of such Software.

4.4 **Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, MRI will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

4.5 **Exclusions.** Fees for SaaS Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at MRI's discretion.

5. **CERTAIN OBLIGATIONS**

5.1 **Passwords; Security**. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify MRI of any unauthorized use of Client's account or any other breach of security known to Client. MRI shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. MRI will maintain Client passwords as confidential and will not disclose them to third parties.

5.2 **Client Data.** Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

5.3 **Acceptable Use.** Client acknowledges and agrees that MRI does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that MRI shall not be responsible for the content of any such communications or transmissions. Client shall use the

Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libellous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. MRI may remove any violating content posted on the Services or transmitted through the Services, without notice to Client. MRI may suspend or terminate any user's access to the SaaS Services upon notice in the event that MRI reasonably determines that such user has violated the terms and conditions of this Schedule.

6. **WARRANTIES AND DISCLAIMER**

6.1 **Limited Warranty.** During the Term, MRI warrants that the hosted MRI Software supplied to Client as part of the SaaS Services will be free of Errors.

6.2 **Remedies**. If the hosted MRI Software does not perform as warranted, MRI shall use commercially reasonable endeavours to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected SaaS Service, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected SaaS Service. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the SaaS Service, Client waives all rights for the applicable warranty cure set forth herein.

6.3 **Exclusions**. MRI is not responsible for any claimed breach of any warranty set forth in Section 6.1 caused by: (i) modifications made to the hosted MRI Software by anyone other than MRI; (ii) the combination, operation or use of the hosted MRI Software with any items not certified by MRI; (iii) MRI's adherence to Client's specifications or instructions; (iv) Errors caused by or related to internet connections; (v) Client deviating from the hosted MRI Software operating procedures described in the Documentation; or (vi) Errors caused by Configurations.

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END OF SAAS SERVICES SCHEDULE

LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Limited Software License and Maintenance and Support Schedule is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Limited Software License and Maintenance and Support Schedule to be effective as of the Effective Date, as defined in the Order Document.

1. DEFINITIONS

Additional defined terms specific to this Schedule:

"Certified Operating Environment" or **"COE"** means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on www.mrisoftware.com/COE which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

"**Delivery Date**" means (i) for electronic delivery: the date(s) on which each MRI Software is made available to Client for electronic download on MRI's FTP site; or (ii) for physical delivery: the date(s) on which the Software, as contained in a physical media, is delivered to the common carrier for shipment to Client; whichever such date occurs first.

"**Error**" means a material failure of the MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"**Territory**" means the certain geographic areas, specified in the Order Document, in which the Software may be used.

2. LICENSE

2.1   License Grant. Subject to the terms and conditions of this Schedule, the Order Document and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, MRI hereby grants to Client a limited, non-exclusive, personal, non-sublicensable, and non-transferable license for the Term of this Agreement (subject to MRI's termination rights as set forth herein) to (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client's own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software shall not be simultaneously loaded and operated on more than one hardware platform. Upon timely payment of all fees, Client shall receive an annual license key refresh.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Unless stated otherwise in the Order Document, fees are based on License Metrics purchased and not actual usage.

2.2   Third Party Software. Use of the Third Party Software, if any, is subject to all terms and conditions of the applicable Third Party EULA, if any. Client shall use the Third Party Software solely in conjunction with the MRI Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the MRI Software.

2.3   Copies. Notwithstanding any other provision in the Agreement, the license grant in Section 2.1 herein is for one (1) production copy and up to two (2) back-up copies. The back-up copies may be used by Client for testing, back-up or other non-production purposes. Client shall not use the back-up copies or any other copy of the Software for production purposes. If MRI determines, in its reasonable discretion, that Client is using multiple production copies in violation of the Agreement, MRI may, in addition to any other remedies available to MRI under the Agreement, invoice Client the then current license fee for each additional production environment improperly in use by Client, which invoice

Client shall be obligated to pay in full within thirty (30) calendar days of such invoice date. All Intellectual Property rights notices must be reproduced and included on any copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform MRI in writing of such number and location upon request.

2.4.   Delivery. For electronic delivery, MRI will deliver to Client without undue delay, after execution and receipt by MRI of (i) the applicable Order Document and (ii) a purchase order from Client, a downloadable machine-readable copy of the Software, the applicable downloadable license keys, and a downloadable machine-readable copy of the Documentation. If Client requires physical delivery, any costs for delivery of Software, Documentation and applicable license keys shall be paid for by Client and includes one production copy and two back-up copies. Risk in any tangible media on which these are delivered shall pass to Client on the Delivery Date.

3. MAINTENANCE AND SUPPORT SERVICES

3.1   Subject to Client's timely payment of applicable Maintenance and Support fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document during the specified period. All licenses in Client's possession must be supported under the same Maintenance and Support plan.

3.2   Updates are provided if and when available and MRI shall notify Client of the availability of such Updates solely by posting such Updates at MRI's client support portal. MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services are subsequent maintenance releases to the standard MRI Software, excluding Upgrades, custom development or Configurations regardless of whether such Configurations are performed by MRI or by Client, Client User or a third party. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

3.3   Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable endeavours to obtain Maintenance and Support from the third party owner of such Software.

3.4   Maintenance and Support starts on the Effective Date and continues through the expiration of the initial term set forth in the Order Document ("**Initial Term**"). Following the end of the Initial Term, Maintenance and Support and the license grant under Section 2.1 shall automatically renew for the same length as the

Initial Term (each renewal a "**Renewal Term**"), unless either Party gives written notice at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew Maintenance and Support and the license grant. The pricing for the first twelve (12) months of any Renewal Term shall be provided in writing by MRI no less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notice to not renew the Initial Term or any Renewal Term shall be given in accordance with section 10.8 of the Master Agreement and shall be deemed given upon delivery to the non-cancelling Party. For purposes of the pricing notice in this Section only, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "**Term**".

3.5 In the event that Client's Maintenance and Support is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance and Support fee that would have been payable during the period of lapse. In order to reinstate Maintenance and Support, Client must Upgrade its Software to the most current release and pay for any applicable Upgrade fees.

3.6 If ordered by Client, Maintenance and Support must be ordered for all Software and all associated License Metrics licensed by Client and its Affiliates. Client may not purchase or renew Maintenance and Support for less than all of the Software licensed by Client.

3.7 Fees for Maintenance and Support do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

3.8 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in additional Maintenance and Support fees if service requests are deemed excessive as a result of insufficient training, at MRI's discretion.

3.9 The System will need to be installed on Client's servers and technology infrastructure. If utilizing Professional Services or Maintenance and Support in the installation of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. MRI alone shall decide whether access to the System is sufficient for Maintenance and Support purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections

and interaction. "**System**" means the total complement of hardware and Software furnished and/or maintained by MRI.

4. WARRANTIES AND DISCLAIMERS

4.1 **Limited Warranty.** MRI warrants that, for a period of thirty (30) calendar days from the Delivery Date of the initial version of the MRI Software, the MRI Software, as updated and used in accordance with the Documentation and in the COE, will be free of Errors.

4.2 **Remedies.** If the MRI Software does not perform as warranted, MRI shall use commercially reasonable endeavours to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim within the warranty period. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected MRI Software license and Client will be entitled to a refund of the license fees paid for the affected MRI Software. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the MRI Software, Client waives all rights for the applicable warranty cure set forth herein.

4.3 **Exceptions.** MRI is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MRI Software by anyone other than MRI; (ii) the combination, operation or use of the MRI Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the MRI Software made available by MRI; (iv) MRI's adherence to Client's specifications or instructions; (v) Client deviating from the MRI Software operating procedures described in the Documentation or (vi) Errors caused by Configurations.

4.4 **Third Party Software.** MRI warrants that it is an authorized distributor of the Third Party Software.

5. TERMINATION

5.1. This Schedule and the licenses granted hereunder may be terminated by either Party for cause in accordance with section 9 of the Master Agreement. Section 1 and 5 hereof and the surviving provisions of the Master Agreement shall survive any such termination.

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END OF LIMITED SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

PERPETUAL SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

This Perpetual Software License and Maintenance and Support Schedule is entered is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Limited Software License and Maintenance and Support Schedule to be effective as of the Effective Date, as defined in the Order Document.

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1. DEFINITIONS

Additional defined terms specific to this Schedule:

"Certified Operating Environment" or **"COE"** means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on www.mrisoftware.com/COE.asp which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

"**Delivery Date**" means (i) for electronic delivery: the date(s) on which each MRI Software is made available to Client for electronic download on MRI's FTP site; or (ii) for physical delivery: the date(s) on which the Software, as contained in a physical media, is delivered to the common carrier for shipment to Client; whichever such date occurs first.

"**Error**" means a material failure of the MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"**Territory**" means the certain geographic areas, specified in the Order Document, in which the Software may be used.

2. LICENSE

2.1 License Grant. Subject to the terms and conditions of this Schedule, the Order Document and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, MRI hereby grants to Client a limited, non-exclusive, personal, non-sublicensable, non-transferable and perpetual (subject to MRI's termination rights as set forth herein) license to (i) install, run and use the Software listed in the Order Document in the COE and in the Territory, solely for Client's own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software shall not be simultaneously loaded and operated on more than one hardware platform.

The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Unless stated otherwise in the Order Document, fees are based on License Metrics purchased and not actual usage.

2.2 Third Party Software. Use of the Third Party Software, if any, is subject to all terms and conditions of the applicable Third Party EULA, if any. Client shall use the Third Party Software solely in conjunction with the MRI Software and Client shall have no broader use rights with respect to the Third Party Software than it has to the MRI Software.

2.3 Copies. Notwithstanding any other provision in the Agreement, the license grant in Section 2.1 herein is for one (1) production copy and up to two (2) back-up copies. The back-up copies may be used by Client for testing, back-up or other non-production purposes. Client shall not use the back-up copies or any other copy of the Software for production purposes. If MRI determines, in its reasonable discretion, that Client is using multiple production copies in violation of the Agreement, MRI may, in addition to any other remedies available to MRI under the Agreement, invoice Client the then current license fee for each additional production environment improperly in use by Client, which invoice Client shall be obligated to pay in full within thirty (30) calendar days of such

invoice date. All Intellectual Property rights notices must be reproduced and included on any copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform MRI in writing of such number and location upon request.

2.4. Delivery. For electronic delivery, MRI will promptly deliver to Client, after execution; and receipt by MRI of (i) the applicable Order Document; and (ii) a purchase order from Client, a downloadable machine-readable copy of the Software, the applicable downloadable license keys, and a downloadable machine-readable copy of the Documentation. If Client requires physical delivery, any costs for delivery of Software, Documentation and applicable license keys is shall be paid for by Client and includes one (1) production copy and two (2) back-up copies. Risk in any tangible media on which these are delivered shall pass to Client on the Delivery Date.

3. MAINTENANCE AND SUPPORT SERVICES

3.1 Subject to Client's timely payment of applicable Maintenance and Support fees, MRI will provide to Client the Maintenance and Support services for the Maintenance and Support plan indicated in the Order Document during the specified period. All licenses in Client's possession must be supported under the same Maintenance and Support plan.

3.2 Updates are provided if and when available and MRI shall notify Client of the availability of such Updates solely by posting such Updates at MRI's client support portal. MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation or other than on a COE; (iv) discrepancies that do not significantly impair or affect the operation of the Software; (v) any systems or programs not supplied by MRI; or (vi) Configurations.

For the avoidance of doubt, Updates provided under Maintenance and Support services are subsequent maintenance releases to the standard MRI Software, excluding Upgrades, custom development or Configurations regardless of whether such Configurations are performed by MRI or by Client, Client User or a third party. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

3.3 Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable endeavours to obtain Maintenance and Support from the third party owner of such Software.

3.4 Maintenance and Support starts on the Effective Date and continues through the expiration of the initial term set forth in the Order Document ("**Initial Term**"). Following the end of the Initial Term, Maintenance and Support shall automatically renew for the same length as the Initial Term (each renewal a "**Renewal Term**"), unless either Party gives written notice at least sixty (60) calendar days prior to

the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew Maintenance and Support. The pricing for the first twelve (12) months of any Renewal Term shall be provided in writing by MRI no less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. For purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "**Term**".

3.5 In the event that Client's Maintenance and Support is not renewed and is later reinstated, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance and Support fee that would have been payable during the period of lapse. In order to reinstate Maintenance and Support, Client must Upgrade its Software to the most current release and pay for any applicable Upgrade fees.

3.6 If ordered by Client, Maintenance and Support must be ordered for all Software and all associated License Metrics licensed by Client and its Affiliates. Client may not purchase or renew Maintenance and Support for less than all of the Software licensed by Client.

3.7 Fees for Maintenance and Support do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

3.8 It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in additional Maintenance and Support fees if service requests are deemed excessive as a result of insufficient training, at MRI's discretion.

3.9 The System will need to be installed on Client's servers and technology infrastructure. If utilizing Professional Services or Maintenance and Support in the installation of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. MRI alone shall decide whether access to the System is sufficient for Maintenance and Support purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction. "**System**" means the total complement of hardware and Software furnished and/or maintained by MRI.

4. WARRANTIES AND DISCLAIMERS

4.1 **Limited Warranty.** MRI warrants that, for a period of thirty (30) calendar days from the Delivery Date of the initial version of the MRI Software, the MRI Software, as updated and used in accordance with the Documentation and in the COE, will be free of Errors.

4.2 **Remedies.** If the MRI Software does not perform as warranted, MRI shall use commercially reasonable endeavours to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim within the warranty period. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected MRI Software license and Client will be entitled to a refund of the license fees paid for the affected MRI Software. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to terminate the license for the affected portion of the MRI Software, Client waives all rights for the applicable warranty cure set forth herein.

4.3 **Exceptions.** MRI is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the MRI Software by anyone other than MRI; (ii) the combination, operation or use of the MRI Software with any items that are not part of the COE; (iii) Client's failure to use any new or corrected versions of the MRI Software made available by MRI; (iv) MRI's adherence to Client's specifications or instructions; (v) Client deviating from the MRI Software operating procedures described in the Documentation or (vi) Errors caused by Configurations.

4.4 **Third Party Software.** MRI warrants that it is an authorized distributor of the Third Party Software.

5. TERMINATION

5.1. This Schedule and the licenses granted hereunder may be terminated by either Party for cause in accordance with section 9 of the Master Agreement. Section 1 and 5 hereof and the surviving provisions of the Master Agreement shall survive any such termination.

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END OF PERPETUAL SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT SCHEDULE

APPLICATION SERVICE PROVIDER SCHEDULE

This Application Service Provider Schedule is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Application Service Provider Schedule to be effective as of the Effective Date, as defined in the Order Document.

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1.   DEFINITIONS

Additional defined terms specific to this Schedule:

"ASP Services": the hosting and Maintenance and Support of the Software and/or Content by MRI or its hosting providers and which is accessed by Client via the internet.   **ASP Services shall be included in the definition of Services.**

"Certified Operating Environment" or **"COE"** means hardware, operating system, middleware, database products and other software on which the Software will operate, as set forth on www.mrisoftware.com/COE.asp which may be updated from time to time by MRI upon posting new COE requirements at such web page address.

"**Error**": a material failure of a hosted MRI Software to conform to its Functional Specifications that is reported by Client to and replicable by MRI.

"Malicious Code: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2.   TERM; RENEWAL; TERMINATION.

2.1   Term and Renewal. ASP Services commence on the date specified in the Order Document and continue for the term set forth in the Order Document ("**Initial Term**"). Following the end of the Initial Term, ASP Services shall automatically renew for the same length as the Initial Term (each renewal a "**Renewal Term**") unless either Party gives written notice at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term, as applicable, of its intention to not renew the ASP Services. For all Renewal Terms, Client shall be required to migrate to the then latest Upgrade of the hosted Software. The pricing for the first twelve (12) months of any Renewal Term shall be provided by MRI in writing no less than ninety (90) days prior to the end of the Initial Term or any Renewal Term. Notice to not renew the Initial Term or any Renewal Term shall be given in accordance with section 10.8 of the Master Agreement and shall be deemed given upon delivery to the non-cancelling Party. For the purposes of the pricing notice in this Section, email or first-class mail will suffice. The Initial Term and Renewal Terms are collectively referred to as the "**Term**".

2.2   Termination. This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement. Sections 1 and 2 hereof and the surviving provisions of the Master Agreement shall survive expiration or termination of this Schedule. Upon termination of the ASP Services, and provided Client is not in breach of any of its obligations under the Agreement, MRI will, upon Client's written request and payment of the applicable fees, provide a backup copy of Client's Data (a then-current fee schedule will be provided upon request).

3.   GRANT OF USE AND LICENSE

3.1   Grant of Use of ASP Services: Subject to the timely payment of the applicable fees, the terms of this Schedule and the Master Agreement, MRI grants to Client, for the Term, the right to access and use the ASP Services, as more fully described in the Order Document, solely for Client's internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in Section 6.2 of the Master Agreement.

ASP Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The added License Metrics shall have the same term as the then applicable Term. Unless stated otherwise in the Order Document, fees are based on ASP Services and License Metrics purchased and not actual usage.

3.2   License Grant, MRI hereby grants to Client a limited, non-exclusive, personal, non-sublicensable, non-transferable and perpetual (subject to MRI's termination rights as set forth in the Agreement) license to the Software listed in the Order Document. Following the expiration or termination (due to MRI's material breach) of the Term of the current Agreement, subject to the terms and conditions of this Schedule, the Order Document and the Master Agreement including without limitation the restrictions set forth in Section 6.2 of the Master Agreement and timely payment of the applicable fees, and provided Client is not in breach of any of its obligations under the Agreement, upon written request by the Client no later than 180 days following the end of the Term, MRI shall deliver to the Client a downloadable machine-readable copy of the then-current version of the Software set forth in the applicable Order Document and the applicable downloadable license key to install, run host and use such Software in the COE, solely for Client's own business operations and solely as enabled by the license keys. The Software shall only be hosted by Client or Client's hosting provider which has been approved in writing in advance by MRI prior to such hosting provider receiving any access to the Software. At no time can the Software be installed, run, host or used by a direct or indirect competitor of MRI. If Client violates the terms of this section 3.2 or any other provisions of this Schedule, MRI shall have the right to revoke the license to the Software granted herein and Client shall lose all right to install, run, host or use the Software and shall certify that it has returned or destroyed all copies of the applicable Software and acknowledges that its rights as set forth herein to the same are relinquished.

4.   ASP SERVICES

4.1   Access to ASP Services. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the ASP Services, including but not limited to Client's Internet access.

4.2   Software Hosting. MRI shall use commercially reasonable efforts to host the Software and make the ASP Services available twenty-four (24) hours a day, seven (7) days a week, except for: (a) Scheduled Maintenance; (b) Client Error Incidents; (c) Emergency Maintenance; (d) any unavailability caused by circumstances beyond MRI's reasonable control, including without limitation, Force Majeure Events; and (e) Internet service provider failures or delays. Scheduled Maintenance is defined as any maintenance performed during MRI's then-current standard maintenance windows and any other maintenance of which Client is given at least forty-eight (48) hours advance

notice. MRI may perform maintenance on some or all of the hosting environment in order to upgrade hardware or software that operates or supports the ASP Services, implement security measures, or address any other issues it deems appropriate for the continued operation of the ASP Services. Client Error Incident is defined as any hosting environment or ASP Services unavailability related to Client's applications, Client Data, or Client's equipment, or the acts or omissions of any user of the ASP Services. Emergency Maintenance means downtime of the hosting environment or ASP Services due to the application of urgent patches or fixes, or other urgent maintenance, recommended by MRI's vendors, that is performed outside of Scheduled Maintenance.

Client acknowledges that MRI does not control the transfer of data over telecommunications facilities, including the Internet. MRI does not warrant secure operation of the ASP Services or that it will be able to prevent third party disruptions of such ASP Services. Client acknowledges further that the ASP Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. MRI is not responsible for any delays, delivery failures, or other damage resulting from such problems.

4.3   Maintenance and Support Services. Subject to Client's timely payment of applicable ASP Services fees, MRI will provide to Client the Maintenance and Support Services for the Maintenance and Support plan indicated in the Order Document, under MRI's Maintenance and Support policies in effect at the time the ASP Services are provided for the level of ASP Services ordered. MRI shall manage and install all Updates and Upgrades of the hosted Software while the Client is being provided and paying for ASP Services.

Updates are provided when and if available, and MRI is under no obligation to develop any future programs or functionality. MRI is under no obligation to provide Maintenance and Support with respect to: (i) Software that has been altered or modified by anyone other than MRI or its licensors; (ii) a release for which Maintenance and Support has been discontinued; (iii) Software used other than in accordance with the Documentation; (iv) discrepancies that do not significantly impair or affect the operation of the ASP Services; (v) any systems or programs not supplied by MRI; or (vi) Configurations. For the avoidance of doubt, Updates provided under Maintenance and Support services do not include custom development, Upgrades, or Configurations regardless of whether such Configurations are performed by MRI or by Client. MRI reserves the right to charge Client for any reintegration work required to make Configurations compatible with future versions/releases.

If an Error was corrected or is not present in a more current version of the Software, MRI shall have no obligation to correct such Errors in prior versions of the Software.

Subject to timely payment of the applicable fees, Maintenance and Support is provided for all Software, unless otherwise noted in the Order Document; provided, however, that with respect to Third Party Software, MRI's obligation is limited to using commercially reasonable efforts to obtain Maintenance and Support from the third party owner of such Software. For avoidance of doubt, Client shall not be entitled to receive any Maintenance and Support Services of ASP Services for the perpetual Software license granted to Client following the expiration or termination of the Term of the current Agreement pursuant to Section 3.2 hereunder.

4.4   Backups and Restoration Services. Provided Client is not otherwise in breach of the Agreement, MRI will provide backup copies and/or database restoration, upon written request and subject to Client's payment of applicable fees for such service (a then-current fee schedule will be provided upon request).

4.5   Exclusions. Fees for ASP Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the ASP Services and the Software. Failure to do so could result in increased service call fees if such service calls are deemed excessive as a result of insufficient training, at MRI's discretion.

5.   CERTAIN OBLIGATIONS

5.1   Passwords; Security. Client is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Client is entirely responsible for any and all activities that occur under Client's account. Client agrees to immediately notify MRI of any unauthorized use of Client's account or any other breach of security known to Client. MRI shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. MRI will maintain Client passwords as confidential and will not disclose them to third parties.

5.2   Client Data. Client shall be solely responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.

5.3   Acceptable Use. Client acknowledges and agrees that MRI does not monitor or police the content of communications or data of Client or its users transmitted through the ASP Services, and that MRI shall not be responsible for the content of any such communications or transmissions. Client shall use the ASP Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains Malicious Code; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (d) otherwise violates any applicable law. Client further agrees not to interfere or disrupt networks connected to the ASP Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the ASP Services. MRI may remove any violating content posted on the ASP Services or transmitted through the ASP Services, without notice to Client. MRI may suspend or terminate any user's access to the ASP Services upon notice in the event that MRI reasonably determines that such user has violated the terms and conditions of this Schedule.

6.   WARRANTIES AND DISCLAIMER

6.1   ASP Services and Software Limited Warranty. During the Term, MRI warrants that the hosted MRI Software supplied to Client as part of the ASP Services will be free of Errors.

6.2   ASP Services and Software Limited Warranty Remedies. If the hosted MRI Software does not perform as warranted, MRI shall use commercially reasonable efforts to correct such Errors, as Client's exclusive remedy for any claim under this warranty. Client shall promptly notify MRI in writing of its claim. Provided that such claim is determined by MRI to be MRI's responsibility, MRI shall, within thirty (30) days of its receipt of Client's written notice, (i) correct such Error; (ii) provide Client with a plan reasonably acceptable to Client for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from MRI, then MRI or Client may terminate the affected ASP Services, and Client will be entitled to a refund of the pre-paid portion of the fees paid for the affected ASP Services. The preceding warranty cure shall constitute MRI's entire liability and Client's exclusive remedy for cure of the warranty set forth herein. If Client elects not to

terminate the ASP Services, Client waives all rights for the applicable warranty cure set forth herein.

6.3 **ASP Services and Software Limited Warranty Exclusions**. MRI is not responsible for any claimed breach of any warranty set forth in Section 6.1 caused by: (i) modifications made to the hosted MRI Software by anyone other than MRI; (ii) the combination, operation or use of the hosted MRI Software with any items not certified by MRI; (iii) MRI's adherence to Client's specifications or instructions; (iv) Errors caused by or related to internet connections; (v) Client deviating from the hosted MRI Software operating procedures described in the Documentation; or (vi) Errors caused by Configurations.

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END OF APPLICATION SERVICE PROVIDER SCHEDULE

This Professional Services Schedule is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Professional Services Schedule to be effective as of the Effective Date, as defined in the Order Document.

1.   **SERVICES**

1.1   Work Authorizations/Statements of Work.   MRI will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations, statements of work or Order Documents (individually and collectively an "**SOW**") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Except as expressly stated elsewhere in this Schedule, in the event of a conflict between the terms of this Schedule and the terms of a SOW, the terms of this Schedule shall prevail.

1.2   Change Orders. Either party may propose a change order to add to, reduce or change the Professional Services ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to MRI, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

1.3   Costs. Professional Services shall be provided on a time and materials ("**T&M**") basis at MRI's T&M rates in effect at the time the Professional Services are performed, unless otherwise specified in the applicable Statement of Work. On a T&M engagement, if an estimated total amount is stated in the applicable SOW, that amount is solely a good faith estimate for Client's budgeting and MRI's resource scheduling purposes and not a guarantee that the work will be completed for that amount. If Client wishes the MRI personnel to perform Professional Services at Client's site, Client agrees it shall give MRI at least two (2) weeks' prior notice so MRI can make appropriate travel arrangements. Professional Services performed at Client's site shall be billed to Client in minimum increments of eight (8) hours per day per MRI employee. Fees are based on services, including training services, provided during normal MRI business hours, Monday through Friday, 8:00 a.m. - 7:00 p.m. local time (MRI holidays excluded). Professional Services provided by MRI outside of normal MRI business hours will be subject to a premium service charge of one and one-half of the standard MRI list price for such services. Except as otherwise provided in Section 4.1 herein with respect to training services, if Client cancels a Professional Services engagement specified in an approved SOW less than ten (10) business days before the scheduled start date for such Professional Services, Client shall pay twenty-five percent (25%) of the total estimated costs for Professional Services scheduled for performance between five (5) and ten (10) business days of MRI's receipt of Client's cancellation and fifty percent (50%) of any Professional Services scheduled for performance within five (5) business days of such receipt.

1.4   Delays/Costs Overruns. In the event of any delay in Client's performance of any of the obligations set forth herein or any other delays caused by Client, the milestones, fees and date(s) set forth in the SOW shall be adjusted on a T&M basis as reasonably necessary to account for such delays, and the adjustment shall be made by change order in accordance with the provisions of Section 1.2 above.

2.   **PROJECT MANAGEMENT**

2.1   Responsibility.   MRI shall be responsible for securing, managing, scheduling, coordinating and supervising MRI personnel, including its subcontractors, in performing the Professional Services.

2.2   Cooperation. Client shall provide MRI with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by MRI in order to provide the Professional Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by MRI from time to time. Client acknowledges and agrees that MRI's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. MRI shall be entitled to rely on all decisions and approvals of Client.

2.3   Subcontractors. MRI may subcontract or delegate any work under any SOW to any third party without Client's prior written consent; provided, however, that MRI shall remain responsible for the performance, acts and omissions of any such subcontractors.

2.4   Client Data. Client Data must be provided to MRI in a format approved by MRI or additional charges will apply. Client is responsible for the accuracy and completeness of its information and Client Data.   MRI's performance is dependent on Client's timely provision of accurate and complete resources and information, including but not limited to detailed, precise and clear specifications for any deliverables.

2.5   Remote Access. For installation of the System and for any Support of the System, Client shall ensure that MRI's assigned technical personnel are able to access the System remotely. Client shall be responsible for providing MRI access through any Client security measures. MRI alone shall decide whether access to the System is sufficient for installation purposes. Certain functionality of the System may require connections to or interaction with MRI after such System is running on Client's infrastructure, and Client agrees to permit and facilitate such connections and interaction. "**System**" means the total complement of hardware and Software furnished and/or maintained by MRI.

2.6   Testing of Projects. Client shall test any deliverables, and notify MRI of all deficiencies relative to the applicable specifications for such work set forth in the applicable SOW within thirty (30) calendar days following MRI's delivery of such deliverables to Client ("**Notification Period**"). Subject to Client's timely notification and provided that the deficiencies are MRI's responsibility, MRI will re-perform the applicable Professional Services as required to meet the applicable specifications at no additional charge.

3.   **LICENSE AND OWNERSHIP**

3.1   Ownership. Without prejudice to the provisions of Section 6 (Limited Rights and Ownership) of the Master Agreement, all Intellectual Property including all copies thereof in any Software, other products furnished by MRI and the results of the Professional Services performed by MRI including (without limitation) all deliverables, documentation, training materials, Configurations and all Intellectual Property embodied therein shall, subject to Section 3.2 below, vest solely and absolutely in MRI or its licensors. MRI may access the System remotely in order to copy Configurations to the Software or to otherwise ensure Client's compliance with the terms of this Section 3.1 and the Agreement.

3.2   Limited License. MRI grants Client, upon full payment of the applicable fees and charges, during the Term and subject to the restrictions set forth in Section 6.2 of the Master Agreement, a personal, non-transferable, nonexclusive, non-sublicensable, limited license to use the deliverables solely for Client's own internal business needs.

4.   **SUPPLEMENTAL TERMS FOR TRAINING SERVICES**

4.1   General. "**Training Courses**" are defined as: classroom-based, live virtual, and/or self-paced e-learning courses provided by MRI's training division

called MRI Learning Solutions. Training Courses and their respective prices, policies and schedules are subject to change without notice. Training Courses shall be provided by MRI to Client pursuant to the terms of an SOW. "Named Users" as used herein are defined as Client Users listed in the SOW that shall be eligible to receive Training Courses.

4.2   Cancellation and Transfer Policies.

4.2.1   Client Training Course Cancellation Policy. "**Client Training Courses**" means non-publicly offered Training Courses delivered specifically for Client and held at a mutually agreed upon time and location. Client Training Courses may be delivered in a physical classroom at a location determined by mutual agreement or through a live virtual classroom. Details regarding delivering Client Training Courses shall be set forth in an approved SOW. For Client Training Courses to be provided at an onsite classroom that are cancelled by Client: (i) ten (10) or more business days prior to the course start date, MRI will provide a full refund or credit; or (ii) within the ten (10) business day period before the course start date, fifty percent (50%) of the course fee will be forfeited and MRI will provide the remainder as a refund or credit.

4.2.2   Physical Classroom Public Training Course Cancellation Policy. "**Public Training Courses**" means publicly offered Training Courses that are not delivered specifically for Client. Public Training Courses may be delivered in a physical classroom or through a live virtual classroom. Registered attendees for a physical classroom Public Training Course who cancel less than ten (10) business days prior to the course start date will forfeit all applicable Training Course fees; however, transfers to another person are permitted up to one (1) business day prior to the course start date. In order to transfer a physical classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any physical classroom Public Training Course class up to ten (10) business days prior to the course start date for any reason. If MRI cancels a physical classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees. MRI assumes no responsibility for non-refundable airline tickets or other expenses that may be incurred due to cancellation of a physical classroom Public Training Course.

4.2.3   Live Virtual Classroom Public Training Course Cancellation Policy. Registered attendees for a live virtual classroom Public Training Course program will receive a web-conferencing invitation on the day prior to the start of the program. Registered attendees who cancel less than twenty-four (24) hours before the scheduled start date and time will not be refunded any applicable Training Course fees. However, transfers to another person are permitted up to the starting time of the program. In order to transfer a live virtual classroom Public Training Course attendance spot, contact MRI Learning Solutions at 1.800.321.8770 ext. 1 or email learning@mrisoftware.com. MRI reserves the right to cancel any live virtual classroom Public Training Course class if for any reasons. If MRI cancels a live virtual classroom Public Training Course class and is unable to reschedule the attendee, MRI will refund to such attendee all applicable Training Course fees.

4.2.4   Self-Paced e-Learning Training Course Cancellation Policy. "Self-Paced e-Learning Training Courses" means publicly offered Training Courses that have no set time or location, and can be taken by any person at any time at the MRI Learning Solutions website. Self-Paced e-Learning Training Courses are non-cancellable and applicable fees are non-refundable. All sales of Self-Paced e-Learning Training Courses are final and non-transferable.

4.3   Use Limitations; Monitoring. Unless otherwise explicitly agreed in writing by MRI, Client is only allowed user access rights to any Training Course up to the number of Named Users purchased as shown in an executed SOW. Client and Named Users may not share access rights, or any Training Course content, with others and may only access the Training Course for personal training use as specifically permitted. To the extent permitted by law, MRI may monitor, suspend or terminate Client's or any Named User's use of any Training Course and/or training account, or terminate this Schedule or the applicable SOW, or remove or disclose Client's or any Named User's information in order to ensure Client's and all Named Users' compliance with the Agreement or to otherwise protect MRI rights or rights of others. If Client or any Named User does not comply with the restrictions set forth in this Section 4.3, Client may be charged additional fees equivalent to the resulting usage fees for the related services incurred.

5   TERMINATION

This Schedule may be terminated in accordance with Section 9 of the Master Agreement.

Where the non-breaching Party has a right to terminate this Schedule, the non-breaching Party may at its discretion either terminate this Schedule, or the applicable SOW.

Upon termination for any reason, all work products, including all drafts and works in progress of deliverables, shall be delivered to Client. Upon MRI's receipt of a notice of termination, MRI shall cease and shall cause any agent or subcontractor to cease all work under the applicable SOW and minimize any additional costs or reimbursable expenses unless otherwise agreed in writing by the Parties. Except as may be expressly set forth in the applicable SOW, Client shall pay MRI fees for services performed to the date of termination on a T&M basis together with any expenses reasonably incurred in connection therewith. The Parties' obligations under this Section 5 and Section 3 of this Schedule and the surviving provisions of the Master Agreement shall survive any termination of this Schedule.

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END OF PROFESSIONAL SERVICES SCHEDULE

DATA PROTECTION AND SECURITY SCHEDULE

This Data Protection and Security Services Schedule is entered into between the MRI Software company named in the attached Order Document ("**MRI**") and the Client named in the Order Document, and the authorized representatives of the Parties hereby execute this Data Protection and Security Schedule to be effective as of the Effective Date, as defined in the Order Document.

1. **Security Generally**. MRI shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to the Personal Data, which are appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. During the Term of the Agreement, MRI shall maintain a documented information security plan ("Information Security Program"). MRI agrees to comply with all of its own requirements contained in such Information Security Program. MRI's Information Security Program shall include, at a minimum, appropriate controls and measures in relation to: (1) physical security at all MRI locations involved in the provision of the Services; (2) technical security with respect to the Client Data in MRI's possession; (3) organizational security arrangements regarding the employees and other representatives of MRI, its Affiliates, and its subcontractors, including training and awareness, staff vetting procedures and other security measures (e.g. use of passwords and security credentials); (4) encryption of Client Data contained within the SaaS Services; (5) Disaster Recovery and Business Continuity; (6) Vulnerability Testing and Security Audit; and (7) Data Breach Procedures. Additionally, MRI's Information Security Program shall comply with all laws applicable to MRI related to its security programs. MRI may update its Information Security Program from time to time in its sole discretion. Upon the occurrence of a disaster, MRI must evaluate the cause of the disaster as soon as possible, attempt to remediate the cause, and, if the outage will be sustained or cannot be remediated promptly, take appropriate actions to minimize the impact of the Disaster to the Client, such as implementing the Disaster Recover/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise). MRI shall evaluate the effectiveness of its Information Security Program on a commercially reasonable periodic basis, but no less frequently than annually and (if it, acting reasonably, considers it necessary to do so) update the same.

2. **Encryption and Anonymization.** MRI shall implement and maintain, during the Term of the Agreement, encryption standards which are appropriate given the nature, scope, and purpose of the Client Data being processed. MRI may choose to utilize, in addition to or in place of the encryption standards, anonymization and pseudonymisation techniques to protect the security and confidentiality of the Personal Data (as defined below).

3. **Disaster Recovery and Business Continuity**. MRI shall implement and maintain a disaster recovery plan with contingency measures as are reasonable within its industry in light of the sensitivity of the Services which MRI provides (the "Disaster Recovery/Business Continuity Plan"). Upon the occurrence of a Disaster, MRI must promptly evaluate the cause

of the Disaster, attempt to remediate the cause and, if the outage will be sustained or cannot be remediated promptly, then it will promptly implement the Disaster Recovery/Business Continuity Plan. Client shall not be charged an additional fee for any disaster recovery services, including backups and database restorations, performed by MRI due to a Disaster (whether at the MRI hosting location, within the SaaS Services or otherwise).

MRI shall evaluate the effectiveness of its Disaster Recovery/Business Continuity Plan on a commercially reasonable periodic basis, but not less frequently than annually. MRI may modify the Disaster Recovery/Business Continuity Plan from time to time, in its sole discretion, provided that such modifications do not materially and negatively modify the services provided in the Disaster Recovery/Business Continuity Plan as of the execution of this Agreement.

4. **Vulnerability Testing and Security Audit.** MRI shall conduct regular penetration and vulnerability testing of its information technology infrastructure and networks, at a commercially reasonable frequency. Upon Client's request, MRI shall provide a letter of attestation to Client that the testing occurred. MRI may modify the scope of such penetration and vulnerability testing provided however, that the scope shall not materially and negatively change from the execution of this Agreement. During the Term of the Agreement, MRI shall comply with industry standard practices for audit and security procedures.

5. **Data Breach.** MRI will take commercially reasonable, but not less than industry standard, measures to protect the security of such Personal Data transferred by Client to MRI. In the event that MRI becomes aware or reasonably suspects that a Data Breach involving Client Personal Data has occurred, MRI will without undue delay: (i) investigate the cause of the Data Breach; (ii) notify Client of the Data Breach and provide sufficient information to allow the Client to report the Data Breach and/or notify the data subject, if required; (iii) contain and remedy any Data Breach; (iv) take reasonable steps to mitigate the effects of and to minimize any damage resulting from the Data Breach; (v) reasonably assist Client in remediating or mitigating any potential damage from a Data Breach to the extent that such remediation or mitigation is within MRI's control; (vi) take reasonable steps to restore the security and integrity of any Systems used by MRI and/or its subcontractors to provide the Services; (vii) if the Data Breach resulted from Client's own actions the Client shall immediately on demand indemnify MRI for any costs incurred in relation to undertaking any of the foregoing and shall further indemnify MRI for all and any costs, losses, damages, expenses or otherwise incurred by MRI to the extent that the same arise from such actions of the Client.

MRI shall promptly inform Client if it receives, from a data subject whose Personal Data is the subject of the provision of Services to the Client under this Agreement, a complaint or request relating to either Party's obligations under applicable law relevant to this Agreement, including any claim from a Data Subject or any notice, investigation or other action from a

regulatory authority and provide Client with details of such complaint or request.

For the purposes of this Section, "**Data Breach**" shall mean a breach of security resulting from an act or omission by MRI, its employees or its subcontractors, leading to an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed. For the purposes of this Agreement, "**Personal Data**" shall mean any information relating to an identified or identifiable natural person ('**Data Subject'**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person which is provided by the Client to MRI. The business information of the Client is not by itself deemed to be Personal Data. Personal Data is deemed to be Confidential Information of Client and is not Confidential Information of MRI. MRI shall reasonably cooperate with any remediation efforts undertaken by Client to correct, delete, modify, or hold Personal Data of the Data Subjects. Data Subjects may include customers of the Client, employees, and staff and contractors of the Client.

6. **Personal Data**. In addition to the terms and conditions set forth in the Agreement, Client agrees to only input into, transfer into the MRI Software and SaaS Services or provide access to MRI such Personal Data if and to the extent that it is necessary to enable MRI to provide the Services under this Agreement, and to do so only in fields specifically designed to house such Personal Data. Client is responsible for removing any Personal Data from its database(s) once it is no longer necessary for that purpose. MRI shall have no liability to Client, and Client shall indemnify MRI for all claims by third parties resulting from Client's storing Personal Data in non-designated fields. Client Personal Data shall mean Personal Data provided to MRI by the Client.

If MRI processes personal data in the European Economic Area ("EEA"), then it must not transfer or access (or permit the transfer or access of) such Client Personal Data outside of the EEA unless: (a) the recipient of such Personal Data has first entered into a data transfer agreement with MRI containing the standard contractual clauses for the transfer of Personal Data from data processor to data processors in jurisdictions outside the EEA, adopted by the European Commission pursuant to Decision 2010/87/EU, as amended or replaced from time to time; (b) the recipient is located in a jurisdiction in respect of which the European Commission has issued a finding of the adequacy of the protection of Personal Data and the rights and freedoms of individuals; (c) the recipient qualifies under Chapter 5 of GDPR; or (d) MRI is able to demonstrate to the Client's reasonable satisfaction that the transfer otherwise satisfies the requirements of the applicable data protection and privacy laws and regulations.

7. **Additional definitions:**
"**Applicable Law**" means: (a) any statute, regulation, by law, ordinance or subordinate legislation in force from time to time to which a Party to this Agreement is subject insofar as the same relates to that Party's performance under this Agreement; the common law as applicable to the Parties to this Agreement from time to time, including European Union laws or the laws of the

European member state to which MRI is subject; (b) any binding court order, judgment or decree given in respect of either party; (c) any applicable industry code, or standard enforceable by law; and (d) any applicable direction, rule or order that is binding on a Party hereto and that is made or given by anybody having jurisdiction over a Party or any of that party's assets, resources or business.

"**Controller**" means the natural or legal person which determines (individually or jointly or in common with others) the purposes for which and the manner in which any Client Personal Data are or will be Processed.   For the purposes of this Agreement, the Client shall be deemed the Controller.

"**Data Protection Legislation**" means any Applicable Law relating to the Processing, privacy, and use of Personal Data including, without limitation: (i) EU Council Directives 95/46/EC and 2002/58/EC; (ii) the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR"); (iii) any corresponding or equivalent national laws or regulations; or (iv) approved codes of conduct or approved certification mechanisms issued by any relevant regulatory authority.

"**Data Protection Losses**" means all liabilities and amounts, including all: (a) costs (including legal costs), claims, demands, actions, settlements, losses, liabilities and damages; (b) to the extent permitted by Applicable Law: (i) administrative fines, penalties, imposed by a regulatory authority; (ii) compensation to a data subject ordered by a regulatory authority; and (iii) the reasonable costs of compliance with investigations by a regulatory authority; and (c) the costs of loading Client Personal Data and replacement of Client materials and equipment, to the extent the same are lost, damaged or destroyed, and any loss or corruption of Client Personal Data including the costs of rectification or restoration of Client Personal Data.

"**Processing**" means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and "**Process**" and "**Processed**" will be interpreted accordingly.

"**Processing Instructions**" means the written instructions for Processing Client Personal Data, as set out in this Schedule and in the Agreement, including this Schedule, and otherwise as provided in writing by or on behalf of Client to MRI or a MRI Affiliate from time to time.

"**Processor**" means the natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller. For the purposes of this Agreement, MRI shall be deemed the Processor.

"**Subprocessor**" means any third party engaged by MRI to Process Client Personal Data on behalf of MRI.

8. **Data Processing**. As Processor, MRI will only act upon and Process Client's Personal Data for the purposes of performing its obligations under the Agreement, subject to the Processing Instructions. Personal Data will be used by MRI in accordance with and for the purposes set out in the Processing Instructions and only where reasonably necessary to provide the Services to Client. Client's instruction to cease Processing Client Personal Data shall not alleviate Client's obligations under the Agreement, including without limitation, its payment obligations.

Additionally, MRI shall be permitted to Process Client Personal Data, without regard for the Processing Instructions, if required to do so by Applicable Law; in such case, MRI shall promptly notify the Client of that legal requirement before Processing, unless that law prohibits such notification. If MRI is ever unsure as to the parameters or lawfulness of the Processing Instructions issued by Client, MRI will, as soon as reasonably practicable, revert to Client.

MRI shall comply with its obligations as a Processor under the applicable Data Protection Legislation in relation to the Processing of Client Personal Data by it under this Agreement.

MRI shall reasonably cooperate and provide information to the Client in order to assist the Client in completion of its data protection impact assessments ("**DPIAs**") and shall reasonably provide consultations with (or notifications to) relevant regulators which are necessary pursuant to Data Protection Legislation in relation to the Personal Data and the Services. For clarification purposes, the Parties acknowledge that the scope of the Services contemplated herein as of the execution of the Agreement are not of the type which would likely necessitate a data protection impact assessment by the Controller.

MRI may forward to the Client any requests from Data Subjects in respect of Client Personal Data pursuant to Data Protection Legislation (including the ability to correct, delete, block or port Client Personal Data and rights of access) and reasonably cooperate with the Client in complying with any such Data Subject's exercise of his/her rights in relation to such Personal Data as is Processed by MRI. Client may be required to make such requested modifications itself within the MRI system. MRI may respond directly to and action any request from Data Subjects with respect to information to which it is the Controller.

MRI shall maintain such records and information as are necessary to demonstrate its compliance with Data Protection Law in relation to the Processing of Client Personal Data on behalf of Client under this Agreement, containing as a minimum the information required under Data Protection Legislation, which shall be made available to Client upon request.

MRI shall reasonably cooperate with the Client in good faith to ensure compliance with its obligations under the Data Protection Legislation in respect of Client Personal Data taking into account the nature of Processing and the information available to MRI.

9. **Duration of Processing**. Processing of the Client Personal Data by MRI shall be for the Term of this Agreement, subject to restrictions outlined by Applicable Law. The Parties acknowledge that Personal Data is provided to MRI by the Client and Client shall be responsible for removing and deleting such Personal Data from the SaaS Services when such Personal Data is no longer necessary for the purpose for which is was collected. The Parties agree that the Personal Data, may be held in back up and not accessed, except at the consent of the Controller, for a reasonable amount of time following the expiration of the Term.

10. **Scope of Personal Data**. Client may provide and MRI may process the following types/categories of Personal Data for the following categories of Data Subject:

Type of Data	Data Subjects Impacted
Personal Information; Contact Details;	Customers (Owners/Companies)

Financial or Payment Details; Files, Images, or Videos; Contractor Insurance Information Contractor CIS information VAT information	Client's customers (tenants/residents); Client's employees and staff; Suppliers

11. **MRI personnel**. MRI shall ensure that its personnel will not Process Client Personal Data: (i) except in accordance with the provisions of this Schedule; and (ii) procure that personnel are contractually obligated to maintain the security and confidentiality of any Client Personal Data. MRI shall take reasonable steps to ensure that the personnel Processing Client Personal Data receive adequate training on compliance with this Agreement and the Data Protection Legislation applicable to the Processing.

12. **Subprocessor**. The Client consents to MRI's use of its current Subprocessors, a list of which is available at www.mrisoftware.com/subprocessors. If MRI intends to appoint any further third-party Processor of the Client Personal Data, or change, or add to, the location(s) at which any of the Subprocessors Processes Client Personal Data or the Software made available to the Client, it may do so: (i) with the Client's prior consent; or (ii) without the Client's prior approval, provided that MRI shall:(a) provide prior notice to the Client by posting such updates to MRI's Privacy Policy; (b) carry out adequate due diligence to ensure that the Sub-contractor is capable of providing the level of protection for Client Personal Data required by this Agreement; (c) ensure that any additional or replacement Subprocessors shall be contractually bound to obligations with respect to the Processing of Client Personal Data substantially similar to those to which MRI is bound by this Schedule; and (d) MRI shall provide reasonable documentation to evidence its compliance with this provision to Client on request and provide reasonable cooperation and assistance to the Client in its own assessment of the new Subprocessors or the new location. Client shall have thirty (30) days from the posting of a new Subprocessor to inform MRI of its objection to the appointment of the Subprocessors. In the event that the Client shall object to any such change and the Parties do not reach a mutually acceptable position in relation to the proposed changes, MRI shall, in its sole discretion, be entitled to terminate the Agreement immediately on giving written notice to the Client.

13. **Standard Contractual Clauses**. The Standard Contractual Clauses set out in Annex A will form part of this Data Protection and Security Schedule and apply where: (i) the Client is based in the European Economic Area; and (ii) MRI as the Client's data processor transfers data from the European Economic Area to the United Kingdom, then in the circumstances where the United Kingdom does not have an 'adequacy' ruling or other confirmation that it provides an adequate level of protection for personal data from the European Commission. If the Standard Contractual Clauses apply, nothing in this Data Protection and Security Schedule varies or modifies the Standard Contractual Clauses nor affects any supervisory authority or data subject's rights under the Standard Contractual Causes. In the event that the Standard Contractual Clauses are modified by the European Commission, then Annex A shall be deemed to be updated to reflect the final modifications.

Standard Contractual Clauses (Processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:

Tel:

Fax:

Email:

Other information needed to identify the organisation:

………………………………………………………………

("the data **exporter**")

Name of the data importing organisation: MRI Software Limited

Address: 9 King Street, London, EC2V 8EA

Tel: 020 3861 7100

Fax:

Email: dataprivacypractitioner@mrisoftware.com

Other information needed to identify the organisation: CRN: 03341304

………………………………………………………………

("the data **importer**")

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1
Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b)   '*the data exporter'* means the controller who transfers the personal data;

(c)   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e)   '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

      (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

      (ii)   any accidental or unauthorised access, and

      (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely England.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Subprocessing
1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely England.
4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data processing services
1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporters:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature……………………………………….

On behalf of the data importer:

Name (written out in full):   Roman Telerman

Position: CFO

Address: 9 King Street, London, EC2V 8EA

Other information necessary in order for the contract to be binding (if any): CRN: 03341304

Signature……………………………………….

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

> The data exporter is a client of the data importer who has procured its software and/or services for real estate property management.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

> The data importer's business/organization type is IT, digital, technology and telecoms. It is a UK based supplier of real estate property management software and services which are available through on-premise, hosted and SaaS deployment methods. It is part of a wider group of companies with its ultimate parent company based in Ohio, USA.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- tenants and/or occupants of social housing
- customers and clients (including their staff)
- suppliers (incliding their staff)
- relatives,guardian and associates of the data subject
- experts and witnesses
- complainants, correspondents and enquirers
- advisers, consultants and other professional experts

Categories of data

The personal data transferred concern the following categories of data (please specify):

- Personal details, including any information that identifies the data subject and their personal characteristics, including: name, address, contact details, age, date of birth, sex, and physical description.
- Personal details issued as an identifier by a public authority, including passport details, national insurance numbers, identity card numbers, driving licence details.
- Family, lifestyle and social circumstances, including any information relating to the family of the data subject and the data subject's lifestyle and social circumstances, including current marriage and partnerships, marital history, details of family and other household members, habits, housing, travel details, leisure activities, and membership of charitable or voluntary organisations.
- Education and training details, including information which relates to the education and any professional training of the data subject, including academic records, qualifications, skills, training records, professional expertise, student and pupil records.
- Employment details, including information relating to the employment of the data subject, including employment and career history, recruitment and termination details, attendance records, health and safety records, performance appraisals, training records, and security records.
- Financial details, including information relating to the financial affairs of the data subject, including income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, and pension information.
- Goods or services provided and related information, including details of the goods or services supplied, licences issued, and contracts.
- Personal data relating to criminal convictions and offences including anti-social behavious

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- trade union membership
- health
- sex life or sexual orientation
- criminal convictions and offences

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

The processor will process personal data as specified in the provision of services pursuant to the Agreement and any Order Documents.

DATA EXPORTERS

Name:………………………………

Authorised Signature ……………………

DATA IMPORTER

Name:………………………………

Authorised Signature ……………………

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The technical and organizational security measures for this Appendix are specified in the Data Protection and Security Schedule forming part of the agreement for the procurement of the software/services between the Data Importer and the Data Exporter