MASTER AGREEMENT

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, media, content, and information that Client provides, generates, transfers, uploads, or makes available to MRI under the Agreement, whether printed, electronic, or in some other format. Information that is collected by the System as part of the Services shall be considered information that has been provided by the Client. Client Data shall include, without limitation, documents, data, spreadsheets, photographs, video, and other media. Client Data shall also include data and information belonging to Owner as well as Owner's customers and Client's customers. Feedback provided to MRI by the Client shall not be considered Client Data.

"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.

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

"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**

The Parties agree to comply with the terms of the Data Protection and Security Schedule.

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. Client hereby grants to MRI a non-exclusive, royalty free license to use equipment, software, Client Data, results of benchmarking and analytics, or other material of Client solely for the purpose of performing MRI's obligations under the Agreement for the term of this Agreement.

6.4   License Grant by Client. 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.

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 ONE YEAR 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 in writing 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 (1) 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 (1) 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; by certified mail, return receipt requested; or in a conspicuous banner to the Client within the product, to 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.

****

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.

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. Client shall be responsible for obtaining any necessary licenses, permits, and consents for MRI with respect to the installation, maintenance, and access to the System. 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.

****

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.

****

END OF LIMITED 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.

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.

****

END OF PERPETUAL SOFTWARE LICENSE AND MAINTENANCE AND SUPPORT 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.

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 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 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.

****

END OF APPLICATION SERVICE PROVIDER SCHEDULE

This OnLocation Schedule (this "**Schedule**") is entered into between the MRI software company named in the attached Order Document ("**MRI**") and the Client named in the attached Order Document. References to this Schedule shall be deemed to include the terms and conditions of the Master Agreement or any other such governing agreement between MRI and Client; provided, however, if any terms and conditions of the Master Agreement or governing agreement conflict with those contained in this Schedule, then this Schedule shall control. As used in this Schedule, "**Party**" means either Client or MRI, as appropriate, and "**Parties**" means Client and MRI. All capitalized terms used and not defined in this Schedule shall have the meanings ascribed to them in the Master Agreement.

1. DEFINITIONS

"Hardware" the physical equipment provided to the Client by MRI or its licensors, including without limitation, cameras, iPads, and scanners.

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

2. TERMINATION

This Schedule may be terminated for cause by either Party in accordance with Section 9 of the Master Agreement.

3. FOOTFALL COUNTING CLIENT OBLIGATIONS

3.1   Client shall (i) provide MRI and/or its authorized representatives with reasonable access to the premises and furnish such information as MRI may reasonably request from time to time as necessary for MRI's performance of the Services and (ii) reasonably cooperate with the MRI in providing the Services. Client acknowledges that MRI's performance of the Services is dependent in part on the Client's cooperation and assistance. Any failure or delay in MRI's performance under the Agreement shall be excused and MRI shall have no liability if such failure or delay was caused by the Client's failure to provide cooperation or assistance in a timely manner. Client shall put into place conspicuous signage informing nearby persons of the use of cameras. Such signage must be reasonably understood to apply to all areas where the cameras could detect activity. Client shall not install or adjust any cameras utilizing the footfall offering in a way that captures locations which would not reasonably be understood to be covered by the aforementioned signage. Client shall not install or adjust any cameras utilizing the footfall offering in a way that captures locations in which a reasonable person would expect privacy. Such restriction applies to all cameras utilizing the footfall technology, whether provided by MRI, MRI's licensors or provided by the Client.

3.2   Client shall grant to MRI a non-exclusive, royalty free license to use the Client Data and results of the footfall offering for benchmarking purposes available in the market. Client shall be responsible for obtaining all necessary licenses, permits, and consents for MRI with respect to the installation, maintenance, and access to the System at the Property.

3.3   Client must from time-to-time permit MRI, its personnel and/or its duly authorized representatives' reasonable access and use of the premise, Client equipment and/or facilities for the purpose of providing the SaaS Services. MRI and its authorized representatives shall access the premises under this Agreement solely for the purposes of providing the Services and shall provide such on-site services in a professional and workmanlike manner. MRI personnel and its authorized representative shall comply with all health and safety rules and regulations and any other reasonable security requirements which Client has given MRI notice of applicable to its presence at the premises.

3.4   If the Property, Client equipment and/or facilities are located at a third party's premises, Client shall promptly procure the grant of a license from such third party to MRI, permitting MRI, its personnel and/or its duly authorized representatives to enter upon such premises for the purpose of providing the Services.

3.5   Client shall give immediate written notice to MRI in the event of any loss, accident or damage to the Hardware;

3.6   Client shall make no alteration to the Hardware nor remove any existing component(s) from the Hardware without the prior written consent of MRI unless carried out to comply with any mandatory modifications required by law or any regulatory authority, in which case Client shall notify MRI as soon as reasonably practicable and allow MRI to make such modification itself;

3.7   Client shall not move nor attempt to move any part of the Hardware without MRI's prior written consent;

3.8   Client shall not attach, cause to be attached, or permit to be attached the Hardware to any land or building or otherwise in a permanent or immovable manner. Client acknowledges that it shall be responsible for all repairs required as a result of such attachment.

3.9   Client shall comply with all reasonable safety and usage instructions provided by MRI as may be necessary to ensure that the Hardware is always safe and without risk to health when it is being used by a person for or on behalf of Client;

3.10   In the event that an MRI representative is required to visit a premises to perform any of the Services, MRI shall be entitled to charge the Client for travel expenses, materials, and any access fees; and

3.11   Client shall keep MRI fully informed of all material matters relating to the System.

4. HARDWARE

If the Client purchased Hardware from MRI under an applicable Order Document for SaaS Services, then the terms of this section 4 shall apply.

4.1   **Purchases.** The Client acknowledges that the fees outlined in the Order Document do not include shipping costs and the Client may be charged the shipping fees related to the Hardware products which it purchases. Upon the execution of an Order Document outlining the purchase of Hardware products, MRI or MRI's authorized representative and/or hardware provider, shall deliver the Hardware products to the Client. In the event that the purchased Hardware product is not promptly available, MRI may (i) switch the purchased Hardware product with a comparable product at no additional cost to the Client; (ii) notify the Client of the unavailability of the Hardware product and work together in good faith to resolve the unavailability; or (iii) terminate the SaaS Services and Hardware product portion of the applicable Order Document upon notice to the Client. Client specifically authorized MRI to provide the Client's Confidential Information to MRI's authorized representative and/or hardware provider, including without limitation, contact information of the Client and its employees.

4.2   **Limited Hardware Warranty.** Any warranties listed in the Master Agreement or Schedules shall not apply and this warranty contained within this Section 4.2 shall apply to hardware purchases.

MRI warrants that for a period of one (1) year from the date the Hardware is provided to the Client, that the Hardware will be free from material defects under normal and proper use. This warranty will be void if, in in MRI's reasonable opinion, the defect was caused in whole or part by: (a) improper handling, use, operation, or testing by anyone other than MRI or its licensors; (b) failure to properly install or maintain the Hardware by anyone other than MRI of its licensors; (c) modification, alteration, or unauthorized repair by anyone other than MRI or its licensors; (d) use with products or components that are

incompatible with MRI's services; (e) Force Majeure events or acts of vandalism, sabotage, or hacking; (f) any other cause beyond normal usage in accordance with MRI's written instructions; or (g) defects outside of MRI's reasonable control. Seller's liability for breach of this hardware warranty will be limited to replacement, repair, or refund, in MRI's sole discretion, of any defective Hardware that have been properly stored, installed, used, and maintained, and have not been damaged in transit; provided that Client returns such Hardware to MRI without further damage, within fourteen (14) days of discovery of the alleged defect and subject to confirmation of the defect by MRI's inspection.

The Hardware warranty outlined in this Section 4 shall exclude any defects related to the MRI Software, Professional Services. MRI's entire liability and Client's exclusive remedy for this warranty will be limited to replacement or repair in MRI's sole discretion, of any defective Hardware; provided MRI is notified as soon as reasonably practicable, but not more than five (5) days after of discovery of the alleged defect and subject to confirmation of the defect by MRI.

4.3 **Hardware Access.** Client must take all necessary steps to ensure that MRI may enter premises and install or recover the Hardware both during the Term of this Agreement and for a reasonable period thereafter. This shall include procuring from any person having an interest in such Property, a waiver in writing and in favor of MRI of any rights such person may have or acquire in the System and a right for MRI to enter Property to remove the System. Client shall indemnify MRI on demand against all losses, costs, charges, damages,

and expenses incurred as a result of the installation or removal of the System except to the extent that such losses, costs, charges, damages and expenses result from a failure by MRI or its personnel to take due care and to comply with all reasonable instructions of the owner of the Property.

4.4 **Hardware Return.** Upon termination or cancellation of the SaaS Services which utilize the footfall offering, Client agrees to immediately return any Hardware provided by MRI or its representatives. Any Hardware not returned within thirty (30) calendar days shall be subject to additional fees.

5. **LIABILITY**

Client assumes sole responsibility for results obtained and the conclusions drawn from the use of the Services. MRI shall have no liability for any actions taken at Client's direction.

6. **OWNERSHIP OF THE HARDWARE AND SYSTEM**

6.1 The System shall at all times remain the property of MRI, and Client shall have no right, title or interest in or to the System except as otherwise provided in the Agreement.

6.2 Risk in the System shall pass to Client either: (a) the date of installation by MRI; or (b) delivery to Client in the event that MRI is not performing Professional Services for Client. Client shall be required to obtain and maintain insurance in respect of any loss or damage caused to the System by a third party. The foregoing shall be applicable for the Term of the Agreement and until such time as the System is collected by or redelivered to MRI.

****

END OF ONLOCATION SERVICES 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 seven and a half (7.5) hours per day per MRI employee. Fees are based on services, including training services, provided during normal MRI business hours, Monday through Friday, 9:00 a.m. - 17:30 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 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.

If the Parties agree to Services on-site, then Client shall provide MRI and/or its authorized representatives with reasonable, legal, and safe access to the Client's premises and furnish such information as MRI may reasonably request from time to time as necessary for MRI's performance of the Services. MRI and its authorized representatives shall access the Client's physical premises under this Agreement only if agreed between the Parties and solely for the purposes of providing the Services. While providing Services on Client's premises, MRI personnel and its authorized representative shall comply with applicable laws and reasonable security requirements which Client has given MRI notice of and which relate to the Professional Services being delivered on site.

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.

****

END OF PROFESSIONAL SERVICES SCHEDULE

This Data Protection and Security Services Schedule is entered into between the MRI Software Company names 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. Definitions:

1.1 The following definitions and rules of interpretation shall apply in this Schedule:

Adequacy Decision: an adequacy decision issued by the European Commission under: (a) Article 45(3) of the EU GDPR; or (b) Article 25(6) of European Parliament Directive 95/46/EC and subsisting pursuant to Article 45(4) of the EU GDPR.

Adequacy Regulations: any adequacy regulations made pursuant to Section 17A of the UK Data Protection Act 2018.

Data Protection Legislation: all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of the Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR.

Data Subject Request: a request by a data subject to exercise their rights under applicable Data Protection Legislation.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Restricted Transfer: a transfer of Personal Data governed by the EU GDPR to a country outside of the EEA for which there is no Adequacy Decision.

EEA: the European Economic Area.

GDPR: as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.

Personal Data: the personal data processed by MRI pursuant to this Schedule.

Standard Contractual Clauses: The European Commission's standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

Sub-Processor List: the sub-processor list setting out the sub-processors engaged by MRI to process the Personal Data, accessible through MRI's website (currently located at (https://www.mrisoftware.com/subprocessors/).

UK Restricted Transfer: a transfer of personal data governed by the UK GDPR to a country outside of the UK for which there are no Adequacy Regulations.

UK Addendum: The International Data Transfer Addendum to the Standard Contractual Clauses issued by the UK Information Commissioner's Office under section 119A(1) of the UK Data Protection Act 2018.

UK GDPR: the EU GDPR as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of Section 3 of the European Union (Withdrawal) Act 2018.

1.2 Unless the context otherwise requires, **controller**, **data subject**, **personal data**, **processing/process**, **processor,** and **personal data breach** shall have the meaning given to them in Data Protection Legislation and the term **sub-processor** shall mean a processor engaged by another processor.

2. Data Processing Agreement

2.1 The Client and MRI acknowledge and agree that: (a) this Schedule governs the processing of Personal Data by MRI (acting as processor) on behalf of the Client (acting as controller) in the provision of the Services; (b) the Client shall comply with applicable Data Protection Legislation at all times, including (without limitation) providing any required notices and obtaining any required consents to enable the lawful transfer of the Personal Data to MRI and for ensuring that the written processing instructions it gives to MRI comply with applicable Data Protection Legislation; and (c) Annex I(B) to this Schedule describes the relevant data processing details as required by Article 28(3) of the GDPR. This Schedule shall not apply in relation to any processing activities carried out by MRI as controller, including in respect of the provision of HomeSwapper, except for Section 11 of this Schedule, the Appendix to this Schedule and the applicable provisions of Annex I and II to this Schedule.

2.2 The Client agrees to only input into the MRI Software and/or SaaS Services and provide MRI with access to such Personal Data as is necessary for MRI to provide the Services, and to do so only in fields specifically designed to house such Personal Data. Client shall ensure that it has legal authority to provide such Personal Data to MRI, in compliance with all applicable laws. MRI shall have no liability to Client, and Client shall indemnify and hold harmless MRI on an after tax basis for all claims by third parties resulting from Client's storing Personal Data in the System.

3. Data Processing Instructions

MRI shall process the Personal Data in accordance with the Client's instructions, as set out in Section 2.1(c) of this Schedule, save where otherwise required by applicable law (and where applicable law imposes an obligation on MRI to process data in a manner contrary to the Client's instructions, MRI shall notify the Client in advance of such process, save where applicable law prevents such notification). The Client may provide additional lawful processing instructions to MRI, however MRI shall only be obligated to perform them if they are consistent with the terms and scope of this Schedule. MRI shall inform the Client without undue delay if, in MRI's opinion, an instruction from the Client breaches a requirement of Data Protection Legislation, provided that this shall not obligate MRI to provide legal or professional advice or services to the Client.

4. MRI Employees

MRI shall require that its employees: (a) are informed of the confidential nature of the Personal Data and are bound by confidentiality obligations and use restrictions in respect of the Personal Data; (b) have undertaken training on the Data Protection Legislation relating to handling Personal Data and how it applies to their particular duties; and (c) are aware both of MRI's duties and their personal duties and obligations under the Data Protection Legislation and this Schedule.

5. Security

5.1 MRI shall implement and maintain appropriate technical and organisational measures as required by Article 32 of the GDPR to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access as described in Annex II to this Schedule (as updated from time to time at the sole discretion of MRI).

5.2 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.

6. Personal Data Breach Notifications

MRI shall notify the Client without undue delay after becoming aware of any personal data breach affecting the Personal Data. MRI shall (to the extent feasible) ensure that the initial notification comprises the information required under Article 33(3) of the GDPR. If MRI is unable to provide all this information in its initial notification, then MRI shall provide all further information as soon as reasonably practicable.

If the breach affecting Personal Data resulted from Client's own actions, the Client shall immediately, on demand, reimburse MRI for any costs incurred in relation to undertaking any of the remediation efforts including all costs, losses, damages, expenses or otherwise incurred by MRI to the extent that the same arise from such actions of the Client.

7. Sub-Processors

7.1 The Client hereby provides MRI with its general authorisation to engage third party sub-processors to process the Personal Data. MRI shall make available to the Client its Sub-Processor List and the Client may subscribe for updates to such Sub-Processor List. The Client acknowledges that the Sub-Processor List will include details of all sub-processors engaged by MRI for all its products and services globally and any updates provided will not be tailored to the Software and Services being procured by the Client specifically. If, within thirty (30) days following MRI's notification of a new Sub-Processor, the Client provides a written notice of objection to MRI and MRI chooses to retain the objected-to sub-processor, then the Client may terminate the affected Schedule and the provisions of Section 9.3 (Post-Termination Obligations) of the Master Agreement shall apply.

7.2 For each sub-processor that MRI engages pursuant to Section 7.1 above, MRI shall: (a) put in place a written agreement with the sub-processor which contains terms that provide materially equivalent protection for the Personal Data as the provisions applicable to MRI under this Schedule; and (b) remain responsible for a breach of MRI's obligations under this Schedule if caused by the sub-processor.

8. Data Subject Requests and Other Assistance

The Client, as controller, shall be responsible for complying with Data Subject Requests and MRI shall, in a manner consistent with the functionality and nature of the Services and as consistent with MRI's role as a processor, provide the Client with reasonably requested support at MRI's then-current rates to enable the Client to: (a) respond to Data Subject Requests; and (b) comply with the Client's other obligations relating to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators pursuant to Articles 32 to 36 of the GDPR. With regard to Data Subject Requests, MRI shall forward any Data Subject Request to the Client without undue delay.

9. Return and Deletion of Personal Data

MRI shall return and delete the Personal Data in accordance with Section 9.3 (Post-Termination Obligations) of the Master Agreement. MRI may retain a copy of the Personal Data where required by applicable law but must delete the Personal Data when that legal obligation ceases to apply.

10. Audit

MRI shall, at the Client's cost, make available to the Client on request such information that is in its possession or control as is necessary to demonstrate MRI's compliance with the obligations placed on it under this Schedule) provided that under no circumstances shall a Client be granted direct access to MRI's offices, facilities, storage devices or infrastructure. MRI (i) shall be entitled to withhold information and limit access to information that is privileged, in draft and/or subject to duties of confidence owed to third parties and (ii) shall not be obligated to provide such information that the Client can obtain for itself via the Services.

11. International Transfers of Personal Data

11.1 Any EU Restricted Transfer or UK Restricted Transfer between Client and MRI shall be governed by the Standard Contractual Clauses and/or UK Addendum in accordance with the Appendix to this Schedule. For so long as it is lawfully permitted, transfers of Personal Data between the EEA and UK shall be made pursuant to the relevant Adequacy Decision and Adequacy Regulations. In the event that it becomes no longer lawfully permitted to rely on either an Adequacy Decision or the Adequacy Regulations, any EU Restricted Transfer or UK Restricted Transfer shall become governed automatically by the Standard Contractual Clauses and/or UK Addendum (as applicable) in accordance with the Appendix to this Schedule until either ceases to be an appropriate safeguard (in which case MRI shall inform the Client of the alternative to be used).

11.2 Nothing in this Schedule is intended to modify or contradict the Standard Contractual Clauses and/or the UK Addendum or prejudice the fundamental rights or freedoms of data subjects under the GDPR. To the extent that there is any conflict between this Schedule and the Standard Contractual Clauses and/or the UK Addendum, the Standard Contractual Clauses and/or the UK Addendum shall take precedence.

12. Data Privacy Framework Compliance

12.1 MRI complies with the EU-U.S. Data Privacy Framework ("EU-U.S. DPF") and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework ("Swiss-U.S. DPF") as set forth by the U.S. Department of Commerce. MRI has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles ("EU-U.S. DPF Principles") with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. MRI has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. The EU-U.S. DPF Principles, the UK Extension to the EU-U.S. DPF, as well as the Swiss-U.S. DPF Principles shall collectively be referred to as the "**Principles**."

12.2 MRI shall provide the same level of protection for Personal Data as is required pursuant to the Principles. Where MRI determines that it can no longer provide such protection, MRI shall either (i) cease processing or (ii) to the extent such issues are remediable, implement such reasonable and appropriate steps to remediate any underlying issues to meet the level of protection required by the Principles.

Appendix – International Personal Data Transfers

The roles of each Party as a controller/exporter, controller/importer and processor/importer for each of Scenarios A to F (inclusive) below are set out in the table at Annex I(A) to this Schedule.

SCENARIO A: EU Restricted Transfers – Controller to Processor
For EU Restricted Transfers, where a Party in the role of controller/exporter transfers Personal Data to a Party in the role of processor/importer, the Standard Contractual Clauses (Module 2), which are incorporated by this reference, shall apply and be deemed completed as follows:
- Optional clause 7 (Docking Clause) of the Standard Contractual Clauses shall not apply.
- In sub-processing clause 9(a) of the Standard Contractual Clauses, Option 2 (General Written Authorisation) shall apply, and the procedure for sub-processor appointments, change notifications and objections shall be in accordance with Section 7 of this Schedule.
- MRI shall return and delete the Client's data in accordance with Section 9 of this Schedule and, for the purposes of clauses 8.5 and 16(d) of the Standard Contractual Clauses, MRI shall, without undue delay, certify the deletion of the Client's data following a written request from the Client to do so.
- The Client may exercise the information provision and audit rights under clause 8.9 (Documentation and Compliance) of the Standard Contractual Clauses in accordance with Section 10 of this Schedule.
- In clause 11 (Redress) of the Standard Contractual Clauses, the optional redress text shall not apply.
- In clause 17 (Governing Law) of the Standard Contractual Clauses, Option 1 and the laws of Ireland shall apply.
- In clause 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses, the courts of Ireland shall apply.
- Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this Schedule.
- Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this Schedule.

SCENARIO B: EU Restricted Transfers – Controller to Controller
For EU Restricted Transfers, where a Party in the role of controller/exporter transfers Personal Data to a Party in the role of controller/importer, the Standard Contractual Clauses (Module 1), which are incorporated by this reference, shall apply and be deemed completed as follows:
- Optional clause 7 (Docking Clause) of the Standard Contractual Clauses shall not apply.
- In clause 11 (Redress) of the Standard Contractual Clauses, the optional redress text shall not apply.
- In clause 17 (Governing Law) of the Standard Contractual Clauses, the laws of Ireland shall apply.
- In clause 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses, the courts of Ireland shall apply.
- Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this Schedule.
- Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this Schedule.

SCENARIO C: EU Restricted Transfers – Processor to Controller
For EU Restricted Transfers, where a Party in the role of processor/exporter transfers Personal Data to a Party in the role of controller/importer, the Standard Contractual Clauses (Module 4), which are incorporated by this reference, shall apply and be deemed completed as follows:
- Optional clause 7 (Docking Clause) of the Standard Contractual Clauses shall not apply.
- In clause 11 (Redress) of the Standard Contractual Clauses, the optional redress text shall not apply.
- In clause 17 (Governing Law) of the Standard Contractual Clauses, the laws of Ireland shall apply.
- In clause 18 (Choice of Forum and Jurisdiction) of the Standard Contractual Clauses, the courts of Ireland shall apply.
- The party details and description of transfer for Annex I(A) and Annex 1(B) of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I(A) and Annex I(B) to this Schedule.

SCENARIO D: UK Restricted Transfers – Controller to Processor
For UK Restricted Transfers, where a Party in the role of controller/exporter transfers Personal Data to a Party in the role of processor/importer, the UK Addendum, which is incorporated by this reference, shall apply as follows:
- In Table 1, the party details and start/signature date shall be deemed completed by the information set out in Annex I(A) to this Schedule.
- Table 2 shall be deemed completed with the second check box option in relation to the "Addendum EU SCCs" together with Module 2 of the Standard Contractual Clauses and the following options: (a) optional clause 7 (Docking Clause) shall not apply; (b) Option 2 (General Written Authorisation) of clause 9(a) shall apply, and the procedure for sub-processor appointments, change notifications and objections shall be in accordance with Section 7 of this Schedule; and (c) the optional redress text under clause 11 (Redress) shall not apply.
- In Table 3, the list of parties, description of transfer, sub-processors, and technical and organisational measures for Annex I(A), Annex I(B) and Annex II of the Standard Contractual Clauses shall be deemed completed by the information set out in Annex I(A), Annex I(B) and Annex II to this Schedule.
- In Table 4, neither party may end the UK Addendum when the "Approved Addendum" changes.
- MRI shall return and delete the Client's data in accordance with Section 9 of this Schedule and, for the purposes of clauses 8.5 and 16(d) of the Standard Contractual Clauses, MRI shall, without undue delay, certify the deletion of the Client's data following a written request from the Client to do so.

- The Client may exercise the information provision and audit rights under clause 8.9 (Documentation and Compliance) of the Standard Contractual Clauses in accordance with Section 10 of this Schedule.

SCENARIO E: UK Restricted Transfers – Controller to Controller

For UK Restricted Transfers, where a Party in the role of controller/exporter transfers Personal Data to a Party in the role of controller/importer, the UK Addendum, which is incorporated by this reference, shall apply as follows:
- In Table 1, the party details and start/signature date shall be deemed completed by the information set out in Annex I(A) to this Schedule.
- Table 2 shall be deemed completed with the second check box option in relation to the "Addendum EU SCCs" together with Module 1 of the Standard Contractual Clauses and the following options: (a) optional clause 7 (Docking Clause) shall not apply; and (b) the optional redress text under clause 11 (Redress) shall not apply.
- In Table 3, the list of parties, description of transfer and technical and organisational measures for Annex I(A), I(B) and Annex II of the Standard Contractual Clauses shall be deemed completed by the information set out in Annex I(A), I(B) and Annex II to this Schedule.
- In Table 4, neither party may end the UK Addendum when the "Approved Addendum" changes.

SCENARIO F: UK Restricted Transfers – Processor to Controller

For UK Restricted Transfers, where a Party in the role of processor/exporter transfers Personal Data to a Party in the role of controller/importer, the UK Addendum, which is incorporated by this reference, shall apply as follows:
- In Table 1, the party details and start/signature date shall be deemed completed by the information set out in Annex I(A) to this Schedule.
- Table 2 shall be deemed completed with the second check box option in relation to the "Addendum EU SCCs" together with Module 4 of the Standard Contractual Clauses and the following options: (a) optional clause 7 (Docking Clause) shall not apply; (b) the optional redress text under clause 11 (Redress) shall not apply; and (c) exporter/importer personal data combinations shall not apply.
- In Table 3, the list of parties, description of transfer and technical and organisational measures for Annex I(A), I(B) and Annex II of the Standard Contractual Clauses shall be deemed completed by the information set out in Annex I(A), I(B) and Annex II to this Schedule.
- In Table 4, neither party may end the UK Addendum when the "Approved Addendum" changes.

Annex I – Description of Processing

A.   **LIST OF PARTIES**

Scenario	Role	Name	Address	Contact person's name, position, and contact details	Relevant activities
SCENARIO A: EU Restricted Transfers – Controller to Processor	Exporter/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Use of the Services (other than in respect of HomeSwapper).
	Importer/Processor	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Provision of the Services (other than in respect of HomeSwapper).
SCENARIO B: EU Restricted Transfers – Controller to Controller	Exporter/Controller	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Provision of the Services in respect of HomeSwapper.
	Importer/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Use of the Services in respect of HomeSwapper.
SCENARIO C: EU Restricted Transfers – Processor to Controller	Exporter/Processor	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Use of the Services (other than in respect of HomeSwapper).
	Importer/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Provision of the Services (other than in respect of HomeSwapper).
SCENARIO D: UK Restricted Transfers –	Exporter/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Use of the Services (other than in respect

Controller to Processor					of HomeSwapper).
	Importer/Processor	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Provision of the Services (other than in respect of HomeSwapper).
SCENARIO E: UK Restricted Transfers – Controller to Controller	Exporter/Controller	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Provision of the Services in respect of HomeSwapper.
	Importer/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Use of the Services in respect of HomeSwapper.
SCENARIO F: UK Restricted Transfers – Processor to Controller	Exporter/Processor	MRI	As set out in the Order Document.	MRI Data Protection and Privacy Team mridataprivacypractitoner@mrisoftware.com	Use of the Services (other than in respect of HomeSwapper).
	Importer/Controller	Client	As set out in the Order Document.	The contact details then-associated with the Client account.	Provision of the Services (other than in respect of HomeSwapper).

Signature and date: By entering into the Agreement, the data exporter and data importer are deemed to have signed these Standard Contractual Clauses incorporated herein as of the effective date of the Agreement.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred:

- Client (Owners/Companies)
- Client's customers (tenants/residents)
- Client's employees and staff
- Suppliers

Categories of personal data transferred:

- Contact Details
- Financial or Payment Details
- Files, Images, or Videos
- Contractor Insurance Information
- Contractor CIS information
- VAT information

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures:

- Not applicable.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

- Continuous.

Nature of the processing:

- Provision of the Services under the terms of the Agreement.

Purpose(s) of the data transfer and further processing:

- Provision of the Services under the terms of the Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- For the term of the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing.

- Set out in the Sub-Processor List.

C. COMPETENT SUPERVISORY AUTHORITY

With regard to Scenarios A (EU Restricted Transfers – Controller to Processor) and B (EU Restricted Transfers – Controller to Controller) of the Appendix, the competent supervisory authority/ies in accordance with clause 13 of the Standard Contractual Clauses shall be the Irish Data Protection Commissioner.

Annex II – Technical and Organisational Measures

The then-current technical and organizational measures applicable to the relevant MRI platform are available to Clients upon request.

****

END OF DATA PROTECTION AND SECURITY SCHEDULE

SELF-CERTIFICATION DOCUMENT

I hereby certify that, _____ ("Client"), with a registered office located at
_____

continues to utilize its License Software and/or SaaS Services in full conformity with the use rights and restrictions under its Agreement with MRI Software. Client agrees that submission of this Self-Certification does not waive any other audit rights granted to MRI under the Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

MRI Client ID: _____

Send Self-Certification Document to:

Fax: 216-803-4339

Email: legal@mrisoftware.com

Mail: MRI Software, LLC

          Attn: Legal Department

          28925 Fountain Parkway

          Solon, Ohio 44139

All documents must be received prior to its certification date.