

SOFTWARE AS A SERVICE (SAAS) AGREEMENT

1. Access and Use Rights.

- a. Provider hereby grants to Subscriber a non-exclusive, worldwide, unlimited, fully-paid, right to access and use the Subscription Services and Documentation during the term set forth in the Subscriber Contract. The rights and licenses in this Section 1.1 extend to Subscriber Service Providers. Subscriber may not grant any individuals other than Users with access to the Subscription Services or use the Subscription Services for any purpose other than accessing Provider provided or approved software and storing and accessing data required for fulfilling the business use of the provided or approved software.
- b. **Technical Support/Service Level Agreement.** Provider will provide the Subscription Services including technical support in accordance with the Support and Service Level Agreement attached hereto as Exhibit B to this Agreement.
- c. **Suspension.** Provider may temporarily suspend Subscriber or a User's use of the Subscription Services without prior notice if Subscriber's acts or omissions (or those of its agents) threaten the integrity or security of the Subscription Services provided that (i) Provider suspends access for all of its Subscribers committing similar acts or omissions; and (ii) Provider promptly restores the Subscription Services once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated. In the event of any suspension under this Section, Provider shall immediately provide Subscriber with (a) notice of any suspension; (b) an explanation of the threat posed by Subscriber's acts or omissions to the integrity or security of the Provider System and (c) the corrective action to be taken by Subscriber before the Subscription Services is restored.
- d. **Restrictions on Use.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:
 - i. reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;
 - ii. modify, translate, adapt, alter, or create derivative works from the Service;
 - iii. copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease, or otherwise exploit the Service; or
 - iv. distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Service.

2. Payment Terms.

- a. Subscriber will pay Provider a per unit price of eight (8) dollars (USD) for each referred case that results in a billable outcome. Subscriber will be invoiced monthly.
- b. Subscriber shall pay Provider the then-applicable fees described in an Order Form (Exhibit A) or Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**").

- c. Provider may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Provider **30** days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form).
- d. Unpaid amounts are subject to a finance charge each month on any outstanding balance.
- e. Provider further reserves the right to suspend Services in the event of payment delinquency.

3. Data Protection

- 3.1 **Compliance with Notification Laws:** Provider shall comply with all applicable laws regarding the notification of individuals in the event of an unauthorized release of personally identifiable information and notification other unauthorized data and information disclosures.
- 3.2 **Procedure After Unauthorized Disclosure:** Within seven (7) Business Days of discovering any breach of the Provider's security obligations or any other event requiring notification under applicable law, the Provider shall notify Subscriber, and any other individual's the Law requires to be notified, of the breach or other events by telephone and e-mail.
- 3.3 **Security Assessment and Active Vulnerability Scanning.** The Service Provider will perform annual security assessments and active vulnerability scans, including penetration testing, to maintain compliance with current security standards. The Service Provider will promptly notify the Customer of any critical vulnerabilities and necessary remediation actions. Provider will in addition provide such information regarding its information security systems, policies, and procedures as Subscriber may reasonably request relating to Subscriber's due diligence and oversight obligations under applicable laws and regulations.
- 3.4 **Data Consents.** Subscriber is solely responsible for obtaining and represents and covenants that it has obtained or will obtain prior to Processing by Provider, all necessary consents, licenses, and approvals for the Processing, or otherwise has a valid legal basis under Applicable Law for the Processing of, any Personal Data provided by Subscriber or its Users as part of the Services (the "**Subscriber's Legal Basis Assurance**").
- 3.5 **Instructions.** Provider will Process Subscriber Data only as necessary to provide the Services, and in accordance with Subscriber's written instructions. This Agreement, and Subscriber's use of the Services features and functionality, are Subscriber's instructions to Provider in relation to the Processing of Subscriber Data. Provider will not disclose Subscriber Data to third parties except as otherwise expressly agreed in writing between Subscriber and Provider.
 - 3.5.1 Provider will not retain, use, or disclose Personal Data for any purpose other than as required for the specific purpose of performing the Services, and to detect security incidents and protect against illegal activity.
 - 3.5.2 Provider will not "sell" Personal Data to any third party. For these purposes, "sell" has the meaning ascribed to it in the CCPA.
- 3.6 **Information Security.** Provider will implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives:
 - (i) ensure the security and confidentiality of Subscriber Data in the custody and under the control of Provider;
 - (ii) protect against any anticipated threats or hazards to the security or

integrity of such Subscriber Data; (iii) protect against unauthorized access to or use of such Subscriber Data. Subscriber is solely responsible for consequences of Subscriber's decision not to adopt updates or best practices that Provider makes available to Subscriber. Subscriber agrees that Provider shall not, under any circumstances, be held responsible or liable for situations where the security, stability, or availability of the Subscription Services is compromised by (i) the action, or inaction, of Subscriber or a User, (ii) by software or programs, if any, provided to Provider by Subscriber, or (iii) by actions Provider undertakes at the request of Subscriber or Users.

4. Ownership and License.

- 4.1 **Ownership.** The Subscription Services, any service documentation or other materials provided by or on behalf of Provider, all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, deliverables, updates, enhancements and modifications therefrom shall remain the sole and exclusive property of Provider.
- 4.2 **Subscriber Data License.** Subscriber hereby grants to Provider a non-exclusive, non-transferable, worldwide, royalty-free, and fully paid-up license during the Term to copy and otherwise deal with any Subscriber Data to the full extent reasonably required and solely for Provider to fulfill its obligations to Subscriber under this Agreement and to manage the Subscription Services. Provider shall issue access to Subscriber Data only to staff that have received information security training, and under the constraints of Least Privilege. This license shall terminate upon termination of this Agreement; provided that Provider may retain some or all Subscriber Data for archival purposes subject to the confidentiality restrictions herein and where permitted by applicable law.

5. Indemnification.

- 5.1 **Subscriber Infringement Indemnity.** Subscriber, at its expense, will defend, indemnify, and hold Provider harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Provider which directly relate to a claim, action, lawsuit, or proceeding made or brought against Provider by a third party alleging the infringement or violation of **such third party's registered patent, trade secret, copyright, or trademark (each a "Provider Claim")** by way of Provider's use of any Subscriber content that Subscriber provides to Provider and Provider uses in the provision of any Services.
- 5.2 **Provider Infringement Indemnity.** Provider, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorney's fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Subscriber which directly relate to a claim, action, lawsuit, or proceeding made or brought against Subscriber by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Subscriber Claim") by way of Subscriber's use of the Service that Provider provides to Subscriber.

6. Representations and Warranties.

- 6.1 **By Provider.** Provider represents and warrants that (i) Provider has full rights and authority to enter into, perform according to, and grant the licenses and access provided under this Agreement; (ii) Provider's performance will not violate any agreement or obligation between Provider and any third party; (iii) during the applicable Term, the **Aware Express for CRP** Software and/or Subscription Services, in the form provided by Provider, will conform in all material respects to the applicable specifications set forth in the Documentation; (iv) the Services will be performed professionally and in accordance with industry standards; (v) Provider will use commercially reasonable efforts, using applicable current industry practices, to ensure that the **Aware Express for CRP** Software and Subscription Services, in the form provided by Provider to Subscriber under this Agreement, contain no computer virus, Trojan horse, worm or other similar malicious code the **Aware Express for CRP** Software and Services, including any Documentation, work product or deliverables provided in connection therewith, do not contain any malicious code (e.g., viruses, malware, worms, Trojan horse routines, disabling or deactivating code etc.); and (vi) Provider's provision to Subscriber of the **Aware Express for CRP** Software and Subscription Services does not infringe any third party patent existing under the laws of the United States, or infringe any third party copyright, trademark or service mark, or result from misappropriation by Provider of any third party's trade secrets (collectively, an "**Provider Infringement**").
- 6.2 **Performance Remedy.** If the **Aware Express for CRP** Software or Subscription Services fail to conform to the warranty set forth in Section 6.1 and Subscriber provides written notice of the non-conformance to Provider within the applicable Term then, as Subscriber's exclusive remedy and Provider's sole obligation: Provider will either repair or, at its option, replace the non-conforming **Aware Express for CRP** Software or Subscription Services or, if Provider is unable to correct the non-conformance within 30 days of receipt of such written notice from Subscriber, Subscriber may terminate the applicable, and Provider will refund to Subscriber a pro-rata amount of any fees prepaid for the **Aware Express for CRP** Software or Subscription Services, as applicable to the unutilized portion of the Term for the terminated **Aware Express for CRP** Software or Subscription Services.
- 6.3 **Infringement Remedy.** Subscriber's sole and exclusive remedy for any non-conformance with the warranty in Section 6.1 above will be Subscriber's defense and indemnification rights under Section 7.1 below, and Subscriber's termination rights under Section 9 below.
- 6.4 **Bugs and Abatement; Scope.** Without limiting the express warranties in this Section 6 or any express warranties specified in the Agreements, Provider does not warrant that the **Aware Express for CRP** Subscription Services are completely free from all bugs, errors, or omissions, or will ensure complete security. The warranties in this Agreement are for the sole benefit of Subscriber and may not be extended to any other person or entity.
- 6.5 **By Subscriber.** Subscriber represents and warrants that (i) Subscriber has full rights and authority to enter in and perform according to this Agreement; and (ii) Subscriber's performance will not violate any agreement or obligation between Subscriber and any third party and will not violate applicable law.
- 6.6 **Disclaimer.** EXCEPT AS SET FORTH IN THIS SECTION 6 (REPRESENTATIONS AND WARRANTIES), AND IN THE APPLICABLE AGREEMENT FOR THE SOFTWARE AND/OR SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A

PARTICULAR PURPOSE. PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM PROVIDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW OF DATA DEPENDS ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH PROVIDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, PROVIDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

7. Indemnification by Subscriber.

7.1 Defense and Indemnity. If any third party makes any claim against Provider that alleges a non-conformance with the Subscriber Legal Basis Assurance (defined in Section 3.4.1) then, upon notification of such claim, Subscriber will, at its sole cost and expense, defend Provider against such claim and any related proceeding or investigation brought by such third party against Provider, and Subscriber will indemnify Provider from and against all damages, fines and penalties finally awarded against Provider or agreed to be paid by Provider in a written settlement approved in writing by Subscriber, and resulting from the non-conformance. Subscriber's obligations under this Section 6.2 are subject to Provider's compliance with the Indemnification Conditions.

8. Limitation of Liability.

8.1 Exclusion of Certain Claims. SUBJECT TO SECTION 8.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

8.2 Limitation of Liability. Subject to Section 8.3, neither party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed the fees paid to Provider under the Subscriber Contract and any Order Form giving rise to the claim during the 12 month period immediately preceding the aggrieved party's first assertion of any claim against the other, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

8.3 Exceptions to Limitation of Liability.

8.3.1 Sections 8.1 and 8.2 do not apply to either party's (a) willful misconduct or gross negligence, (b) infringement or misappropriation of any of the other's Intellectual Property Rights, or (c) liability or loss which may not be limited by applicable law.

8.3.2 Notwithstanding Section 8.1, the following will be deemed direct damages for purposes of this Agreement: (a) any amounts payable by an indemnified party to a third party

pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party's indemnification obligations under this Agreement, and (b) all fees payable by Subscriber under this Agreement.

9. Term; Early Termination.

- a. This Agreement shall become effective when Subscriber signs the Order Form, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period specified in the Order Form. This Agreement shall automatically renew for subsequent like terms unless either Party gives the other written notice of its intention not to renew no later than sixty (60) days prior to the end of the then current term. For clarity: (i) in the event Subscriber executes the Order Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Order Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Modifications in any ongoing Fees in connection with direct access to the Subscription Services shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Order Form.
- b. This Agreement may be terminated as follows: (a) if either Party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching Party (Notice of Breach), the Party giving such notice may then deliver a second written notice to the breaching Party terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either Party or if either Party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under this Clause 9(a) or (b), then Subscriber will pay to Provider as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term (Liquidated Damages) within 30 days after such termination. The Parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from Provider including any business division (e.g., Provider's Accounting Department), such notice will be deemed to be a Notice of Breach.

- 10. Confidentiality.** Subscriber and Provider understand and agree that in the performance of this Agreement each Party may have access to private or confidential information of the other Party which either is marked as "confidential" or the receiving Party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other Party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of

confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving Party or becomes known to the receiving Party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any confidential information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving Party will provide notice to the disclosing Party reasonably sufficient to allow the disclosing Party the opportunity to apply for a protective order or other restriction regarding such disclosure.

11. Miscellaneous.

- 11.1 **Notice.** All notices to a Party hereunder shall be in writing, and delivered by certified mail, return receipt requested or overnight courier service, with confirmation by the above described mailing methods to the address(es) set forth on the Order Form, or to a different address which a Party may give written notice of pursuant to this section from time to time. Notice will be deemed delivered and received on the date it is actually received. The Parties acknowledge that Subscriber is responsible for notifying Provider directly of any Provider-related issues.
- 11.2 **Amendment.** This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Provider.
- 11.3 **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicensable by Subscriber in whole or in part, without the prior written permission of Provider. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, trustees, administrators, and assigns.
- 11.4 **Survival.** The following obligations of the Parties will survive termination or expiration of this Agreement for any reason: Sections 6, 7 (but only for three (3) years after such termination or expiration), and 8, of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.
- 11.5 **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this Agreement.
- 11.6 **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either Party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- 11.7 **Injunctive Relief.** If Subscriber breaches Section 1 of this Agreement, Provider will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.
- 11.8 **Severability.** If any provision or portion thereof of this Agreement or its application in particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability. All other provisions and portions of them hereunder will not be affected by the invalidity and will be valid and enforced to the fullest extent permitted by law.

11.9 **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications, or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Washington, United States, applicable to contracts made entirely within Washington and wholly performed in Washington, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Washington.

11.10 **Force Majeure.** Any failure or delay by Provider in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, and quarantines, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third-party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Provider.

11.11 **Entire Agreement.** This Agreement contains the final and entire agreement of the Parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.

11.12 **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A: Order Form

Exhibit B: Service Level and Support Services Agreement

Exhibit A. Support & Service Level Agreement

This Service Level Agreement (“SLA”) shall apply to the Subscription Services provided to Subscriber by Provider and sets out Provider’s obligations regarding support services and uptime for the Subscription Services.

DEFINITIONS. Except as otherwise expressly defined in this SLA, capitalized terms have the meaning ascribed to them in the Agreement. For the purposes of this SLA, the following capitalized words and phrases have the following meanings:

“**Available**” means the total amount of time during any calendar month, measured in minutes, during which the Subscription Services have the ability to fully execute business processes reliant on use of the Subscription Services. “**Availability**” has the corresponding meaning.

“**Downtime**” means the total amount of time during any calendar month, measured in minutes, during which the Subscription Services are not Available. “Downtime” specifically excludes any time in which the Subscription Services are not Available because of: (a) any packet loss or network unavailability during Maintenance Windows or Subscription Services Changes, (b) factors outside of Provider’s reasonable control including, for the avoidance of doubt caused by a Force Majeure Event; (c) result from any actions or inactions of Subscriber or any third parties, or any action taken by Provider at the direction of Subscriber; or (d) result from Subscriber hardware or software or third-party hardware or software that is not within the sole control of Provider. Specific Maintenance Windows are determined by datacenter policy.

“**Maintenance Windows**” shall mean (i) time periods during which regular maintenance activities are performed and (ii) occasional time periods when unscheduled maintenance activities must be performed provided that Subscriber will be provided with 24 hours’ notice of such unscheduled maintenance or has requested such unscheduled maintenance. Scheduled maintenance activities may occur daily between 10:01 PM and 3:00 AM local Subscriber time. Additional maintenance windows for the Subscription Services as deemed reasonably necessary by Provider to meet operational goals of the Subscription Services, or as requested by Subscriber, will be agreed upon between the parties and may be subject to additional fees. Subscriber agrees that, for those rare events when Provider must take ad-hoc unilateral action to maintain the system health, security, or other operational goals, such maintenance times will be considered part of scheduled maintenance when computing availability metrics.

“**Performance Problem**” means an issue with the Subscription Services that significantly impair the Subscription Services as compared to the published Documentation.

“**Subscription Services Changes**” shall mean changes in the scope of the Subscription Services that may require changes in the configuration of the Subscription Services. Downtime for Subscription Services Changes will be mutually agreed upon between Provider and Subscriber.

1) Performance Problems.

Technical Contacts. During the Term of the Agreement, Provider will make available a technical point of contact for Subscriber technical support inquiries.

Alliance will provide software help within the software. Customer will be required to follow the steps to submit help request form. Alliance will respond to requests within 5 Business Days.

2) **Subscription Service Availability Standards.** Provider shall use commercially reasonable efforts to make the Subscription Services Available 24x7x365 on a 99.79% basis, excluding Downtime. Availability will be measured using availability metrics recorded by an automated third-party service monitoring availability from a minimum of three disparate geographic locations.

3) **Renegotiation of Terms.** Should the predicted usage amounts fluctuate during the term of this Agreement, and the fluctuation is expected to exist on a permanent or semi-permanent basis, then either Party may exercise the right to renegotiate the relevant terms of this Agreement. Any alterations to the terms must be clearly stated in writing and executed by authorized representatives of both Subscriber and Provider.