



MASTER SaaS TERMS

These Master SaaS Terms (together with one or more Application Schedules and all Attachments, collectively this “Agreement”) is effective as of the date of each Application Schedule (the “Effective Date”) and is between Lowry Holding Company, Inc., a Delaware corporation that does business as Lowry Solutions, Inc. (“**Lowry**”) and the entity executing the Application Schedule (“**Customer**”) (each a “Party” and, collectively, the “Parties”).

The “Applications” covered by this Agreement are stated in one or more Application Schedules. Each Application is more fully described in the then-current documentation made available by Lowry (the “Documentation”).

Customer and Lowry may, from time to time, enter into one or more Application Schedules under which Lowry will provide to Customer the Applications named therein according to this Agreement.

1. **Structure of Agreement.** Customer and Lowry may, from time to time, enter into one or more Application Schedules under which Lowry will provide to Customer the Applications named therein according to this Agreement. Unless and until Customer and Lowry negotiate, execute, and deliver an Application Schedule with respect to the use of one or more Applications for a particular use, neither Customer nor Lowry are obliged to purchase or provide any particular applications, goods, or services, and then only to the extent that such Applications, goods, or other services are expressly called for in an executed and delivered Application Schedule.
2. **Services.** Lowry shall provide the Applications to Customer as, and for the consideration stated, in each Application Schedule.
3. **Term and Termination.** The term of this Agreement (the “Term”) begins on the Effective Date and then, to the extent not terminated earlier as provided in this Agreement, continues for so long as an Application Schedule is or remains current. Upon termination of this Agreement, (a) Customer will cease all use of the Applications and (b) except to the extent that an Application Schedule expressly states otherwise, Customer will pay to Lowry all amounts associated with services and/or periods rendered or occurring prior to the effective date of termination. Additionally, if this Agreement is terminated other than for Lowry’s breach and the stated Term, or any obligation to purchase or provide Applications, runs beyond the effective date of termination, Customer will pay to Lowry all amounts for which Customer would have been liable had Lowry and Customer both fully performed for the duration of the Term.
4. **Submission of Information and System Usage.** The “System” is the Application and the hardware and software on Lowry’s side of the stated Demarcation Point used to provide the services described in an Application Schedule. Customer is solely responsible for any and all information submitted to or through the System whether to Lowry or any users. This sole liability shall extend to all transactions included in the System. Lowry has no responsibility or liability for the content, accuracy, or completeness of any such information submitted by Customer or any vendor, customer, or provider of goods or services to Customer. Without limiting the foregoing, Customer will assure that all information submitted or provided to the System by Customer is (i) accurate, complete and correct; (ii) does not violate any applicable federal, state, local or international statute, law, or regulation to which any transaction shall be applicable; (iii) does not infringe upon or violate the proprietary or intellectual property rights including trade name, trademark, copyright, or patent interests of any third party, and (iv) does not

contain obscene, unlawful, harassing, defamatory, or libelous content. Customer further represents and warrants that it possesses all rights, title and interest including applicable intellectual property rights to submit its information to the System.

5. **Parties.** Notwithstanding any term or condition of this Agreement, Lowry shall not be construed by Customer to be, and Customer shall not assert that Lowry is, a party to any transaction by and between Customer and any other vendor, customer, or provider of goods or services to Customer or any transaction initiated by or completed through the System.
6. **Internet Link.** Customer's access to the Internet shall be through its own Internet connection and Lowry shall have no responsibility or liability for the same or any other matter on Customer's side of the Demarcation Point described in the Application Schedule.
7. **Indemnification.** Lowry shall have no liability for, and Customer, at its own expense, shall defend, indemnify, and hold harmless Lowry, its agents, affiliates, successors, and assigns with respect to any claims, actions, damages, liabilities, costs and expenses, including reasonable legal and accounting fees, brought or asserted against Lowry, or Lowry's agents, affiliates, successors, or assigns by any third party derived in whole or part from any claims or liabilities (i) arising in any manner under federal, state, or local environmental or other statutes, laws, or regulations that apply to Customer or Customer's business, (ii) attributable to the content, structure, format, or quality of any data or information delivered to the System by Customer or Customer's agents, or (iii) any act or omission of Customer, its agents, contractors, customers, servants, or employees. Customer shall have no liability for, and Lowry, at its own expense, shall defend, indemnify, and hold harmless Customer, its agents, affiliates, successors, and assigns with respect to any claims, actions, damages, liabilities, costs and expenses, including reasonable legal and account fees, brought or asserted against Customer, its agents, affiliates, successors, and assigns by any third party derived in whole or part from any claims or liabilities alleging infringement of third party intellectual property rights by the System. Such indemnification shall not apply to any infringement claims regarding information submitted to the System by Customer as contemplated by Section 4 of these Terms and Conditions.
8. **Ownership of Data and Technology.** Customer shall retain all title and other proprietary rights in and to any data delivered to the System. Notwithstanding the foregoing, Lowry may use, retain, and reproduce in any form pursuant to its business operations all data delivered to or generated using the System (i) that pertains to the technical and operational functionality of the System or (ii) that is necessary or useful in assisting Lowry in the diagnosis or correction of services performed, preparation of billing statements, the evaluation of its software or services, or any improvements, upgrades or enhancements thereto, or the compilation of statistical or performance information. All rights, title and interests in and relating in any manner to the System, and all software, applications, technology, and procedures developed or provided by Lowry and media and documentation thereto, including, without limitation, report designs, formats and graphics relating to the System shall be the sole and exclusive property of Lowry including, without limitation, all intellectual property rights and all related patents, copyrights, and trade secrets (the "Technology"). In no event whatsoever shall the providing of access to the System or any services hereunder or any terms or conditions of this Agreement vest any ownership or similar rights or interests in or to the Technology to Customer.
9. **Warranty and Limitation of Liability.**
 - a. Lowry warrants that the services provided by Lowry under this Agreement will materially conform with the Documentation during the Term. Where any Application Schedule contains any service level with respect to a service, that service level will preempt this Section 9(a) with respect to that service and any remedy with respect to that service.
 - b. EXCEPT AS PROVIDED IN SECTION 9(a), ALL SERVICES ARE WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR

PURPOSE. CUSTOMER'S SOLE REMEDY FOR LOWRY'S BREACH OF ANY WARRANTY IS AS SET FORTH IN THIS SECTION 9(b). IN NO EVENT SHALL LOWRY BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE FEES ACTUALLY PAID BY CUSTOMER TO LOWRY FOR SERVICES THAT GIVE RISE TO THE CLAIM OR CAUSE OF ACTION. LOWRY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOOD WILL, USE, DATA, OR OTHER INDIRECT LOSSES WHETHER DERIVED FROM THIRD PARTY CLAIMS OR LOSSES OF ANY NATURE WHATSOEVER OR OTHERWISE, REGARDLESS OF WHETHER LOWRY WAS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY WAS BASED UPON TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT, PRODUCT LIABILITY, OR ANY OTHER CLAIM AT LAW OR IN EQUITY. THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN SHALL BE APPLICABLE TO, AND SHALL INURE TO THE BENEFIT OF LOWRY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATES, AND PARTNERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER IRREVOCABLY WAIVES ANY STATE, FEDERAL, OR LOCAL LAW, REGULATION, OR STATUTE THAT WOULD OTHERWISE LIMIT OR PROHIBIT LIMITATIONS OF OR GENERAL RELEASES OF LIABILITY. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO COMPLY TO THE FULLEST EXTENT POSSIBLE WITH ANY APPLICABLE LAW, REGULATION, OR STATUTE PROHIBITING OR LIMITING THE EXCLUSION OR LIMITATION OF DAMAGES OR THE DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. THESE LIMITATIONS APPLY NOTWITHSTANDING THAT THEY CAUSE ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. The foregoing limitations include and apply to, without limitation, any liability arising out of the performance or failure to perform of any hardware, software, or Internet connection or data transfers or transmission, from any incidents, omissions, interruptions in or failure to provide Internet service; from interruptions in Internet availability; from the consequences of computer viruses transferred over the Internet or otherwise; or from communication line failure, breach of security due to use of the Internet, or any loss of information or confidentiality due therefrom.

10. Confidentiality and Non-Disclosure.

- a. Disclosing Party/Receiving Party. Each Party, when receiving the Confidential Information of the other Party, is a "Receiving Party" and the other Party in such case is a "Disclosing Party."
- b. "Confidential Information" Defined. "Confidential Information" means:
 - i. The Applications (which are Lowry's Confidential information), except to the extent that disclosure is necessary for the use of the Applications as contemplated by this Agreement (such as any public-facing elements like terminal screens visible in dining areas); and
 - ii. Information owned or held by a Disclosing Party that is:
 - (A) Not readily ascertainable by the public by proper means; and
 - (B) The subject of commercially reasonable efforts by the Disclosing Party to maintain as confidential.
- c. Confidentiality Generally. Each Party, as a Receiving Party, will do the following things with regard to the Confidential Information of the other Party.
 - i. Prevent the disclosure of the Confidential Information by Receiving Party and each of Receiving Party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement.
 - ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the Applications (the "Purpose").

- iii. Disclose the Confidential Information only to such of Receiving Party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising Disclosing Party with regard to, the Purpose.
 - iv. Cause each employee, agent, or professional to whom Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by Receiving Party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by Receiving Party under law without a separate contractual obligation.
 - v. Return or destroy all written or other tangible copies of Confidential Information in Receiving Party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, Disclosing Party's request.
- d. Exceptions to Confidentiality. Nothing in this Agreement will prevent Receiving Party from disclosing Confidential Information to the extent that:
- i. It is already known by Receiving Party if:
 - (A) The Confidential Information is not subject to a previous obligation of Receiving Party to keep such Confidential Information confidential, and
 - (B) The Confidential Information was not received in violation of a previous confidentiality obligation of Receiving Party or a third party of which Receiving Party knew or had reason to know;
 - ii. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of Receiving Party;
 - iii. It is received from a third party that is not under an obligation of confidentiality of which Receiving Party knew or had reason to know;
 - iv. It was independently developed by Receiving Party without use of the Confidential Information; or
 - v. It is required by law to be disclosed, provided that Receiving Party provides to Disclosing Party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to Disclosing Party, at Disclosing Party's expense, such assistance as Disclosing Party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.
- e. Duration of Confidentiality Obligations. The confidentiality obligations under this Agreement will continue after disclosure of each item of Confidential Information for the longer of:
- i. The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of Disclosing Party; or
 - ii. Five years after the end of the Term.
- f. Disclosures in the Course of Operating the Applications. Notwithstanding the foregoing, Lowry may disclose Customer's Confidential Information to Customer's vendors, customers, or providers of goods or services and other third parties to the extent necessary to operate the Applications and otherwise provide goods and/or services under this Agreement.

11. Miscellaneous.

- a. Customer Identification. Lowry may use the name of, and identify, Customer as a Lowry client in advertising, publicity, or similar materials distributed or displayed to prospective clients, provided only that such use does not imply or express endorsement greater than that suggested by the fact that Customer is a customer of Lowry.
- b. Force Majeure. If the performance of any part of this Agreement (other than payment of amounts due from Customer) by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, unusually severe weather, riot, fire, judicial or governmental action, labor dispute, act of God, act of terrorism, or any other cause beyond the control of either party, that party shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.
- c. Choice of Law; Jurisdiction; Venue.
 - i. This Agreement shall be governed in all respects by the laws of the State of Michigan without regard for its conflict of laws provisions. Any claim, suit, or cause of action arising out of, or relating to, this Agreement must be brought solely in the Michigan state courts sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and each party consents to the personal jurisdiction of, and exclusive venue in, such courts.
 - ii. Notwithstanding anything in Section 11(c)(i) to the contrary, at Lowry's option and upon notice given by Lowry, the parties will resolve any claim, suit, or cause of action, or portion thereof, by arbitration under the rules of the International Chamber of Commerce. In such a case:
 - (A) The language of the arbitration will be English;
 - (B) The place of the arbitration will be London, England;
 - (C) The parties will cause the arbitrator(s) to, to the maximum extent permitted by the applicable rules, permit participation in the arbitration by remote means, including, but not limited to, videoconference and teleconference, and will structure such remote participation in a manner reasonably calculated to give the parties the opportunity to be on equal footing for interactions during the arbitration (such as, but not limited to, requiring that both parties present by teleconference regardless of whether a party is presenting from a remote location);
 - (D) The judgment and award of the arbitrator(s) may be entered in, and enforced by, any court of competent jurisdiction; and
 - (E) Nothing in this Section 11(c)(ii) will prevent either party from seeking in any court any relief not reasonably available from an arbitrator.
- d. Assignment. Customer may not assign any right or obligation under this Agreement.
- e. Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery, (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service, or (c) if given by fax, at the beginning of the next business day at the receiver's location, provided that the sender's fax device generates a confirmation that the fax arrived at the receiver's device and that there is no indication in the course of the transmission that the notice did not arrive at the receiver's fax device. The addresses for notice for each party are stated in the preamble to these Master SaaS Terms. Either party may change

its address for notice by notice to the other party.

- f. Waiver. The waiver of, or failure of either party to exercise, any right in any respect provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion.
- g. Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- h. Counterparts. This Agreement, any SOW, or any other document that forms a part of this Agreement, may be executed in one or more counterparts.
- i. Drafting Party. No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.
- j. Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably withheld, delayed, or conditioned.
- k. Cross-Default. Any breach by Customer of any other agreement with Lowry will be a breach by Customer of these terms and conditions and the agreement of which these terms and conditions form a part.
- l. Survival. The provisions of Section 10 will survive according to its terms any termination or expiration of this Agreement. The provisions of Sections 1, 3, 5, 7, 8, 9(b), and 11 will survive indefinitely any termination or expiration of this Agreement.
- m. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Lowry with respect to the subject matter hereof and there are no representations, understandings or agreements about the subject matter hereof that are not fully expressed in this Agreement. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in a record signed by the party against whom enforcement is sought.

Application Service Description The Sonaria Platform

1. Provision at the Demarcation Point. Lowry will provide the Application(s) at the outermost point of Lowry's firewall with the public Internet (the "Demarcation Point"). Lowry will host and otherwise provide all hardware and software necessary to make the Application(s) available to Customer at the Demarcation Point. Customer will access the Applications at the Demarcation Point using Customer's own hardware, software, and Internet connection.
2. Maintenance and Support.
 - a. Lowry will use commercially reasonable efforts to correct or, at Lowry's discretion, provide instruction for circumventing, any material failure of an Application to perform according to the applicable Documentation.
 - b. Lowry will provide maintenance and support services in the English language.
 - c. Lowry may, from time to time, update any Application with one or more new releases of software, which will include the same, similar, or better functionality compared to the prior release. Lowry will inform Customer of the date and time of any planned update and will use commercially reasonable efforts to accommodate Customer's reasonable requests as to the timing of such updates.
 - d. Customer may report incidents including failures of the Application to conform to its Documentation (each such failure, an "Incident") 24x7/365 by the following means.
 - i. By e-mail (servicerequest@lowryolutions.com)
 - ii. By telephone (1-800-733-0010)
 - iii. By web form at lowryolutions.com
 - e. Lowry will assign to each incident a unique number (an "Incident Number"), together with a priority level using the rules in Appendix A1.
 - f. Lowry will use commercially reasonable efforts to provide an initial response to each incident according to rules in Appendix A1
 - g. Lowry will have provided an initial response when Lowry has communicated to the user the following information.
 - i. Incident Number;
 - ii. Expectations for follow-up
 - h. Lowry will use commercially reasonable efforts to resolve Incidents within the following times after the initial response.
 - i. **High Priority:** Within 1 business day (0800 and 1750 (US Eastern Time) Monday to Friday (inclusive) US public holidays excluded)
 - ii. **Medium Priority:** Within 3 business days (0800 and 1750 (US Eastern Time) Monday to Friday (inclusive) US public holidays excluded)
 - iii. **Low Priority:** 5 business days or next release as agreed by Lowry Development support team and customer
 - i. All incidents must be raised in the first instance with the Customer's designated point of contact and only if such designated point of contact is unable to resolve the problem should an incident be raised with the Lowry support team.
 - j. Incident escalation procedures will be followed as outlined in Appendix A2.

**Application Service Description
The Sonaria Platform
Appendix A**

1. Prioritization, Response and Resolution Service Levels

Incident requests can be made 24x7 365 days per year
Phone support is available during the business hours of Monday – Friday 8AM – 5:30PM Eastern time

Incident Priority	Description	Action Plan	Response Time	Resolution Time
Low	Performance is degraded but still operating	Assign incident to the appropriate resource	2 business hours	Resolution or action plan will be communicated within one business day
Med	Inadequate performance has potential for negative impact to business as expressed by customer	Assign incident to the appropriate resource	1 business hour	Resolution or action plan will be communicated within four business hours
High	Performance is causing major work stoppage as expressed by customer	Respond immediately Escalate to management Report cause and resolution to customer	30 minutes	Work will commence immediately and shall continue until resolution, status shall be communicated every hour

2. Incident Escalation

The Service Desk is responsible for monitoring all incidents and escalating to management when an issue is not progressing through to resolution per the SLA, has not been resolved to the customer's satisfaction or has changed in priority.

Priority	Time limit before escalation	Escalation Resource
Low	Upon customer request or greater than 5 business days	Team Leader
Medium	Upon customer request or greater than 3 business days	Team Leader
High	Immediate	Service Manager and Director

