

**MAR-KOV COMPUTER SYSTEMS INC.
MASTER SERVICES AGREEMENT**

Last Updated: October 12, 2026

This Master Services Agreement (the “**Agreement**”) governs the provision of Mar-Kov software, technical support, professional services, and other products and services (collectively, the “**Products**”) by Mar-Kov Computer Systems Inc., an Ontario corporation and subsidiary of CAI Software, LLC (“**Company**”), to the customer identified in the applicable Order Form (“**Customer**”). Company and Customer may each be referred to as a “**Party**” and collectively as the “**Parties**.”

This Agreement is incorporated by reference into each order form executed by Company and Customer that references this Agreement (each, an “**Order Form**”) and becomes effective between the Parties as of the effective date of the initial Order Form. Each subsequent Order Form will be governed by this Agreement unless otherwise expressly agreed in writing by the Parties. No separate execution of this Agreement is required.

Each Order Form will identify the applicable Products, fees, subscription term, and other commercial terms. Company may also perform software implementation, configuration, training, custom development, and other professional services pursuant to an Order Form or a mutually executed statement of work (“**SOW**”). Each SOW will be governed by this Agreement.

1. LICENSE; TERM; USE OF THE PRODUCTS

1.1 License and Term. Subject to the terms and conditions of this Agreement and payment of the applicable fees, Company grants Customer, for the subscription term specified in the applicable Order Form, a non-exclusive, non-transferable (except as otherwise permitted herein), revocable, limited right to use the Products. Customer acknowledges that this Agreement grants a license for its own internal business use, including use by its Affiliates as permitted herein, and Customer shall not have the right to produce or use the Products, or programs, services, and/or technology contained in any component of the Products, for others. Customer shall not sell, assign, or pledge its license or any other rights under this Agreement without Company's prior written consent, except as otherwise permitted herein. Any unauthorized attempt to reverse engineer the Products, use any portion or component of the Products for others, copy or otherwise make available the data, programs, code, documentation, or any other part of the Products for use by others, or sell, assign, or pledge its license shall constitute a material breach of this Agreement and may result in termination of the license in accordance with Section 6.

1.2 Renewal. Unless otherwise specified in the applicable Order Form, each Order Form will automatically renew for successive twelve (12) month terms unless either Party provides written notice of nonrenewal at least one hundred twenty (120) days before the expiration of the then-current term. Each Order Form will have its own subscription term and renewal period. Expiration or termination of one Order Form will not affect any other Order Form then in effect.

1.3 Entity Restriction. Only Customer and its Affiliates may use or receive the benefit of the Products, subject to any licensing limitations set forth in the applicable Order Form. “**Affiliate**” means any legal entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where “control” means ownership of more than fifty percent (50%) of the voting interests of such entity. Customer shall be responsible for its Affiliates' compliance with this Agreement.

1.4 Third-Party Technology and Services. Customer understands that the Products may consist of, include, make available, display, run, access, or otherwise interact, directly or indirectly, with one or more components owned by third parties (“**Third-Party Suppliers**”) and provided by Company to Customer (“**Third-Party Technology and Services**”). Customer agrees to execute and comply with any required purchase, license, and/or services agreements with respect to Third-Party Technology and Services as a condition of initial and continued use of the applicable Products. Customer agrees that the rights and licenses with respect to Third-Party Technology and Services shall exist under the terms set forth in the pertinent purchase, license, or services agreements between Customer and the applicable Third-Party Suppliers. Any amounts payable directly to Third-Party Suppliers under such agreements are the sole responsibility of Customer. If Customer subscribes to, purchases, enables, or engages any Third-Party Technology and Services pursuant to this Agreement, Customer acknowledges that Company may provide data and information, including text, materials, products, sound, video or image files, content, IP addresses and similar addresses, recordings, messages, software, account information, account-related settings, and personal data (collectively, “**Service Data**”), to the applicable Third-Party Suppliers as reasonably necessary to

provide the Products or as otherwise authorized by Customer, subject to applicable law and any applicable data processing agreement. Any exchange of Service Data directly between Customer and a Third-Party Supplier is subject to the terms and conditions of such Third-Party Supplier. Company shall not be responsible for the independent acts or omissions of Third-Party Suppliers with whom Customer contracts directly. Customer acknowledges and agrees that Company and Third-Party Suppliers may communicate directly with Customer for the following purposes: (i) conducting customer service and satisfaction surveys; (ii) providing options regarding continuity of services; and (iii) provisioning services to Customer's account, including updates and security incidents. To the extent applicable to Third-Party Technology and Services provided under this Agreement, Third-Party Suppliers shall be third-party beneficiaries of the provisions of this Agreement relating to their technology and services.

1.5 Microsoft Legal Agreement. To the extent applicable, Customer and its users are subject to Microsoft's applicable terms of service and policies. By accessing or using Products that include Microsoft perpetual licensing or subscription services, Customer agrees to comply with the applicable Microsoft terms and conditions.

1.6 Open-Source Components. To the extent applicable, open-source licenses for components of the Products constitute separate contractual agreements. To the extent an applicable open-source license expressly supersedes this Agreement, that license shall govern the applicable open-source component.

1.1 Customer Restrictions. Customer shall not, directly or indirectly: (a) use the Products or any component thereof to provide products or services to third parties, except as expressly authorized in an applicable Order Form; (b) sell, assign, sublicense, pledge, or otherwise transfer its license or any rights under this Agreement, except as expressly permitted herein; (c) copy, reproduce, modify, adapt, or create derivative works of the Products, except as expressly authorized by Company in writing; (d) reverse engineer, decompile, or disassemble the Products, except to the extent such restriction is prohibited by applicable law; (e) distribute, resell, or otherwise make the Products available to third parties, whether for a fee or otherwise; (f) remove, alter, or obscure any proprietary notices or restrictive legends contained in the Products; (g) use automated tools or processes to monitor, frame, copy, or reproduce the Products or any component thereof, except as expressly authorized by Company; (h) access or use the Products to develop a competing product or service or copy any features, functions, or graphics of the Products; or (i) make any portion of the Products, including software or documentation, available for use by unauthorized third parties.

1.7 Customizations and Improvements. Company may, upon Customer's request and for a mutually agreed fee, make changes, modifications, customizations, and/or improvements to the Products, either directly or through its authorized partners. Additional annual support fees may be assessed for such changes, modifications, customizations, and/or improvements during the current term or any renewal term, as agreed in the applicable Order Form or SOW. Any such changes, modifications, customizations, improvements, and derivatives thereof shall be the property of Company.

2. ACCESS TO THE PRODUCTS

2.1 Product Access. Except for Company-hosted Products, Customer shall install and maintain a dedicated broadband Internet connection to Customer's internal application servers and provide Company with access to such servers during the term of the applicable Order Form and as reasonably necessary following termination for purposes of installation, configuration, troubleshooting, assessment, maintenance, and/or removal of the Products. The Internet connection shall have a static IP configuration where required to facilitate access by Company personnel.

2.2 Product Access Changes. Customer shall communicate any changes to such connection to Company within forty-eight (48) hours. Customer shall be responsible for the costs of installation, maintenance, and use of such connection.

2.3 Support Expectations. If Customer contacts Company regarding an issue with the Products, Customer shall provide Company with reasonable access, information, and cooperation necessary to reproduce, diagnose, test, and resolve the reported issue, including access to Customer's systems where applicable.

3. FEES AND PAYMENT TERMS

3.1 License Fees. Customer's right to use the Products is conditioned upon payment of the applicable fees specified in each Order Form. Company may change its fees, rates, or payment terms for subsequent renewal periods upon prior written notice to Customer. Any increase in the number of licensed users or other licensed capacity may result in a prorated adjustment to the applicable fees.

3.2 Professional Services Fees. Customer shall pay Company the fees specified in the applicable Order Form or SOW for

professional services. Unless otherwise specified in the applicable Order Form or SOW, additional professional services will be billed at Company's then-current rates. Customer shall reimburse Company for reasonable travel, accommodation, meal, and related expenses incurred in providing professional services.

3.3 Payment Terms. Unless otherwise specified in the applicable Order Form, Customer shall remit all fees due to Company within thirty (30) days of receipt of an invoice. Any payment schedule, advance payment requirement, or other payment terms specified in an Order Form shall control with respect to that Order Form.

3.4 Late Payment Terms. Upon prior written notice, any amounts not paid within thirty (30) days after the invoice due date will incur a charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum amount permitted by law. Such charges will accrue from the due date until payment is made in full. If Customer fails to make payment in accordance with this Agreement, Customer's use of the Products shall be subject to Section 6.

3.5 Service Commitment. Customer agrees to pay all applicable fees for the subscription term specified in each Order Form (the "**Service Commitment Period**").

3.5.1 Early Termination. Except where Customer terminates an applicable Order Form in accordance with Section 6.1 due to Company's uncured material breach, Customer shall remain responsible for all fees payable for the remainder of the applicable Service Commitment Period, including any unpaid fees and fees that would otherwise have become due through the end of such period ("**Termination Charges**"). The Parties acknowledge that Company's damages arising from early cancellation may be difficult to ascertain and agree that the Termination Charges are intended to represent liquidated damages and not a penalty.

3.5.2 Additional Services. Customer may elect to add to or increase the scope, extent, amount, or level of Products or services through an additional or amended Order Form. Customer shall be responsible for the applicable fees for the committed term of such additional Products or services. Customer's subsequent decision to reduce or discontinue use shall not relieve Customer of its payment obligations for the applicable Service Commitment Period.

4. TECHNICAL SUPPORT

4.1 Subject to the terms of this Agreement and payment of applicable fees, Customer shall have access to technical support for the Products during the subscription term specified in the applicable Order Form and each renewal term

4.2 Company shall maintain technical personnel available, at a minimum, from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding Canadian bank holidays, to assist Customer's personnel with operation of the Products.

4.3 Customer shall access technical support through its personnel who have been trained by Company on the applicable Product functionality.

5. USE OF THE PRODUCTS

5.1 Acceptable Use. Customer shall use the Products only for lawful purposes, for its internal business operations, and in accordance with this Agreement. Customer shall not use the Products in any manner that (a) violates applicable law or the rights of any third party; (b) compromises the security, integrity, or operation of the Products or Company's systems or networks; or (c) interferes with or disrupts the Products or Company's systems or networks. The license restrictions set forth in Section 1.4 shall also apply to Customer's use of the Products.

5.2 Malicious Code. Customer shall not introduce or permit the introduction of viruses, worms, Trojan horses, time bombs, or other malicious code or mechanisms designed to disable, damage, disrupt, or otherwise adversely affect the Products or Company's systems or networks.

5.3 Customer Content and Compliance. For purposes of this Agreement, "**Customer Content**" means any application, material, data, software, or product placed on or within the Products by or through Customer. Customer is solely responsible for its Customer Content and for ensuring that such Customer Content and its use of the Products comply with this Agreement and applicable law. Company may utilize reasonable technical measures, including license verification and deployment monitoring, to verify Customer's authorized use of the Products and prevent unauthorized use.

5.4 Noncompliant Customer Content. If Customer becomes aware that any Customer Content violates this Agreement, Customer shall promptly cease the offending use and remove or disable the noncompliant Customer Content. If Company identifies Customer Content that violates this Agreement, Company may notify Customer and require Customer to take appropriate corrective action. If Customer fails to take such corrective action within twenty-four (24) hours following

Company's notice, Company may, to the extent technically feasible, disable access to the affected Customer Content until the violation is remedied. Customer's failure to comply with this Section shall constitute a material breach of this Agreement, subject to the termination provisions of Section 6.

5.5 Suspension for Security Reasons. Company may suspend Customer's access to or use of the affected Products, in whole or in part and to the extent technically feasible, if Company reasonably determines that such suspension is necessary to (a) prevent or address a security threat to the Products or Company's systems or networks; (b) prevent unauthorized access to or use of the Products; or (c) prevent material harm to Company, its customers, or third parties. Company will limit the scope and duration of the suspension to what is reasonably necessary to address the circumstances giving rise to it, provide Customer with notice as soon as reasonably practicable, and use commercially reasonable efforts to restore access once those circumstances have been resolved.

6. TERMINATION AND SUSPENSION OF PRODUCT USE

6.1 Termination for Cause. Either Party may terminate this Agreement or an affected Order Form upon written notice if: (a) the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach; or (b) the other Party terminates or suspends its business, becomes subject to bankruptcy or insolvency proceedings, becomes insolvent, or becomes subject to the direct control of a trustee, receiver, or similar authority, to the extent termination is permitted by applicable law.

6.2 Rights and Obligations Upon Termination. Upon expiration or termination of an applicable Order Form, Customer's rights to use the Products covered by that Order Form shall immediately cease. Customer shall return or destroy Company products, information, materials, and documentation, and remove the applicable Products from Customer's systems, as directed by Company. Customer shall have the right to retrieve and make copies or backups of its Customer Content during the thirty (30) days following termination, subject to the continued availability of the applicable Products and Customer's compliance with this Agreement. Following such thirty (30) day period, Company may delete Customer Content associated with the terminated Products. Termination shall not relieve Customer of its obligations under this Agreement, including payment of amounts due and confidentiality obligations. Termination of a license shall be in addition to, and not in lieu of, any other remedies available to Company.

6.3 Changes in Law. If any change in applicable law, regulation, or binding governmental requirement materially affects Company's ability to provide the Products or either party's ability to perform its obligations under this Agreement or an applicable Order Form, Company may notify Customer and request that the parties negotiate in good faith any modifications reasonably necessary to address such change. If the parties are unable to agree upon appropriate modifications within thirty (30) days after such notice, either party may terminate the affected Order Form upon written notice. If the change materially affects the Agreement as a whole, either party may terminate this Agreement upon written notice.

6.4 Suspension or Termination for Unlawful Use. Company may immediately suspend Customer's access to or use of the affected Products, to the extent technically feasible, if Company reasonably determines that Customer's use of the Products violates applicable law or presents a material risk of harm to Company, the Products, or third parties. Company shall provide notice as soon as reasonably practicable. Company may terminate the affected Order Form or this Agreement for such violation in accordance with Section 6.1, except where continued performance would violate applicable law or expose Company to material legal liability, in which case Company may terminate immediately upon written notice.

6.5 Survival. The rights and obligations contained in Sections 3, 7 through 9, and 11 through 13, together with any provisions that by their nature are intended to survive, shall survive termination or expiration of this Agreement.

7. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

7.1 The technology provided by Company as part of the Products is proprietary to Company. All right, title, and interest in and to the Products, including all associated intellectual property rights, shall remain with Company. Except as expressly provided herein, no rights or licenses to Company's intellectual property are granted or implied. Company reserves all rights not expressly granted.

7.2 Except for third-party, open-source, and publicly available off-the-shelf components, all software programs, modules, updates, enhancements, improvements, and related documentation and materials are valuable trade secrets and proprietary property of Company. All right, title, and interest in and to such Products and related intellectual property, whether or not patentable or subject to copyright, trademark, or trade dress protection, shall remain the sole and exclusive property of Company, including any Products, enhancements, improvements, or modifications developed for Customer.

Customer shall have no ownership interest in the Products other than its limited right to use them under this Agreement. To the extent Customer acquires any rights in Company-owned intellectual property developed under this Agreement, Customer hereby assigns such rights to Company and agrees to execute any documents reasonably necessary to confirm Company's ownership. Company retains the exclusive right to distribute and license the Products to third parties.

7.3 All programs, documentation, and other information relating to the Products constitute Company's confidential and proprietary information. Customer shall take reasonable precautions to protect such information, including limiting access to employees and authorized personnel who require access and are subject to confidentiality obligations at least as protective as those contained in this Agreement. Customer shall not permit access to the Products or related proprietary information by any third party providing competing manufacturing execution systems or similar software, including software vendors, program developers, or independent contractors, without Company's prior written consent. Customer shall be responsible for any acts or omissions in violation of this Agreement by persons or entities to whom Customer grants access to the Products or associated documentation.

7.4 Unauthorized Third-Party Access. Customer shall promptly notify Company upon becoming aware of any unauthorized third-party access to the Products, related software, or Company's proprietary technical information. Customer shall provide reasonably available information regarding the nature and scope of such access, including the identity of the third party, the dates and extent of access, and any modifications made to the Products, and shall reasonably cooperate with Company in investigating and addressing such access.

8. MUTUAL CONFIDENTIALITY

8.1 Definition of Confidential Information. “Confidential Information” means all non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”), whether orally or in writing, that is designated confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Company's Confidential Information includes all components of the Products. Each Party's Confidential Information includes the terms of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by either Party.

8.2 Exclusions. Confidential Information excludes information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party before disclosure by the Disclosing Party; (c) is received from a third party without breach of an obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information as required by law, provided that, to the extent legally permitted, it gives the Disclosing Party reasonable advance notice of the required disclosure.

8.3 Protection of Confidential Information. The Receiving Party shall protect the Disclosing Party's Confidential Information using at least reasonable care and no less than the degree of care it uses to protect its own similar confidential information. The Receiving Party shall use Confidential Information only as necessary to perform its obligations or exercise its rights under this Agreement and shall disclose it only to its employees, Affiliates, contractors, consultants, agents, and professional advisers who have a legitimate need to know and are subject to confidentiality obligations or professional duties at least as protective as those set forth herein. The Receiving Party shall be responsible for its representatives' compliance with this Section. If disclosure is required by applicable law, regulation, or legal process, the Receiving Party may disclose only the portion of Confidential Information legally required to be disclosed and, to the extent legally permitted, shall provide the Disclosing Party with prompt prior notice and reasonable cooperation in seeking confidential treatment or other appropriate protection. Customer's use and disclosure of Company's proprietary materials remain subject to Section 7.

9. WARRANTY, REMEDY, AND LIMITATION OF LIABILITY

9.1 Limited Warranty. Company warrants that, during the term of the applicable Order Form: (a) each program module of the Products, including enhancements, updates, and modifications, will substantially conform to the specifications and descriptions applicable to such Products; and (b) professional services will be performed in a good and workmanlike manner by skilled and qualified personnel. In the event of a breach of the foregoing warranty, Company's obligation shall be to remedy the nonconformance in accordance with its regular business practices at no additional charge to Customer. If Company is unable to correct a material nonconformance within thirty (30) days after receiving written notice from Customer, Customer may terminate the affected Order Form and receive a prorated refund of prepaid fees attributable to the nonconforming Products or services for the unused portion of the applicable term. The foregoing warranty shall continue during any renewal term for which Customer has paid the applicable fees.

9.2 Third-Party Technology Disclaimer. Company is not responsible for maintaining or supporting third-party technology, services, software, applications, programs, or processes contracted for directly by Customer and used in conjunction with the Products. Any terms, conditions, representations, or warranties associated with such third-party technology or services are solely between Customer and the applicable third-party provider. Company makes no representation or warranty regarding such technology or services, even if the provider is certified by Company, and shall not be responsible for such technology or services unless expressly agreed otherwise in writing.

9.3 Disclaimer of Warranties and Limitation of Liability.

9.3.1 Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY COMPANY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER IN FACT, BY OPERATION OF LAW, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THIRD-PARTY PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY COMPANY IN WRITING.

9.3.2 Exclusion of Damages. EXCEPT FOR A PARTY'S (A) BREACH OF CONFIDENTIALITY; (B) GROSS NEGLIGENCE, UNLAWFUL DISCLOSURE OF INTELLECTUAL PROPERTY, OR WILLFUL MISCONDUCT; OR (C) INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, NEITHER PARTY SHALL BE LIABLE FOR LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, OR COSTS OF LOST OR DAMAGED DATA, PRODUCTS, OR SERVICES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3.3 Limitation of Liability. EXCEPT FOR A PARTY'S (A) BREACH OF CONFIDENTIALITY; (B) GROSS NEGLIGENCE, UNLAWFUL DISCLOSURE OF INTELLECTUAL PROPERTY, OR WILLFUL MISCONDUCT; OR (C) INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN APPLICABLE ORDER FORM SHALL EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO COMPANY UNDER THAT ORDER FORM.

9.3.4 Exclusive Remedies. THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES RELATING TO THE PERFORMANCE OR CONFORMANCE OF THE PRODUCTS, DOCUMENTATION, SUPPORT, MAINTENANCE, AND PROFESSIONAL SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN.

10. WARRANTY EXCLUSIONS

10.1 Warranty Exclusions. The warranties in Section 9.1 shall not apply to the extent any claimed nonconformity results from unauthorized modifications, misuse, operation contrary to Company's documentation, Customer's systems or infrastructure, or third-party products or services not supplied by Company.

11. THIRD-PARTY DISRUPTIONS

11.1 Third-Party Disruptions. Company shall not be responsible for interruptions, failures, or disruptions of internet connectivity, telecommunications networks, or other third-party systems or services outside Company's reasonable control, except to the extent directly caused by Company's acts or omissions.

12. INDEMNIFICATION

12.1 Customer Indemnification. Customer shall defend Company and its officers, directors, employees, and agents against third-party claims arising directly or indirectly from (i) Customer's violation of applicable law or (ii) products or services provided by Customer in the ordinary course of Customer's business, and shall indemnify Company against damages and costs, including reasonable attorneys' fees, finally awarded against Company in connection with such claims. Customer's obligations under this Section are conditioned upon Company: (a) promptly notifying Customer in writing of the claim after becoming aware of it; (b) providing reasonable information and assistance in defending the claim; and (c) granting Customer control of the defense and settlement negotiations, provided that no settlement may impose liability or obligations on Company without Company's prior written consent. Company may participate in the defense at its own expense. Customer shall not be liable for settlements entered into without its prior written consent, which shall not be unreasonably withheld.

12.2 Company Indemnification. Company shall defend or, at its option, settle any third-party claim brought against Customer alleging that the Products infringe a patent, copyright, or trade secret, and shall indemnify Customer against

damages and costs finally awarded against Customer arising from such claim. Company's obligations under this Section are conditioned upon Customer: (a) promptly notifying Company in writing of the claim after becoming aware of it; (b) providing reasonable information and assistance in defending the claim; and (c) granting Company control of the defense and settlement negotiations. Customer may participate in the defense at its own expense. Company shall not be liable for settlements entered into without its prior written consent, which shall not be unreasonably withheld. Company shall have no liability under this Section for claims based upon: (a) combination of the Products with products or services not furnished by Company; (b) third-party software, including open-source software, incorporated into or provided with the Products; or (c) additions or modifications to the Products made by persons or entities other than Company, in each case to the extent the claim would not have arisen without such combination, software, addition, or modification.

12.3 Infringement Remedies. If Customer or Company is enjoined from using the Products as a result of an intellectual property infringement claim, or if Company reasonably believes the Products are likely to become subject to such a claim, Company may, at its option and expense: (a) Procure the right for Customer to continue using the affected Products; (b) Replace the affected Products or components; (c) Modify the affected Products or components to make them noninfringing; or (d) Discontinue the affected license upon thirty (30) days' written notice and refund Customer the prorated portion of prepaid license fees attributable to the unused portion of the applicable subscription term.

12.4 Exclusions. Company's defense and indemnification obligations do not extend to claims arising from: (a) violation of use restrictions, confidentiality obligations, or proprietary rights provisions of this Agreement; (b) unauthorized use or modification of Company's technology by Customer; or (c) Products or services developed in accordance with Customer-provided specifications, designs, or instructions, in each case to the extent such circumstances caused the claim.

12.5 Exclusive Remedy. THIS SECTION 12 SETS FORTH COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS THAT THE PRODUCTS OR THEIR USE INFRINGE OR MISAPPROPRIATE THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

13. ADDITIONAL PROVISIONS

13.1 Customer Information. Customer shall provide Company with accurate and complete information in connection with each Order Form, including Customer's legal name, address, contact information, and billing information ("**Order Information**"). Customer shall promptly update its Order Information and provide other information reasonably required by Company to administer Customer's account and provide the Products.

13.2 Taxes, Tariffs, and Regulatory Surcharges. Customer shall be responsible for all applicable taxes, tariffs, and regulatory surcharges imposed in connection with the purchase or use of the Products, including sales, use, value-added, goods and services, and similar taxes, excluding taxes based on Company's net income.

13.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign its rights and obligations under this Agreement upon written notice to the other Party: (a) to a subsidiary, parent, or Affiliate; (b) in connection with a sale or transfer of all or substantially all of its assets; or (c) pursuant to a financing, merger, or reorganization, provided that the assignee assumes the assigning Party's obligations under this Agreement and is capable of performing them. Any attempted assignment in violation of this Section shall be void.

13.4 Independent Contractor. The Parties are independent contractors. Neither Party is the agent or legal representative of the other, nor has authority to create obligations on behalf of the other. This Agreement does not create a franchise, partnership, or joint venture. The relationship is non-exclusive, and Company may market, license, and provide its Products and services to other customers.

13.5 Compliance with Laws. Each Party shall perform its obligations under this Agreement in compliance with applicable laws, rules, regulations, and governmental orders. Customer acknowledges that components of the Products may be subject to export and re-export restrictions under United States and Canadian export control laws and shall comply with all applicable restrictions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.6 Governing Law, Forum, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict-of-laws principles. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and each Party irrevocably consents to the jurisdiction of such courts. Company shall be entitled to recover reasonable attorneys' fees and costs from Customer in connection with litigation to enforce Customer's obligations under Sections 1.4, 3, 5, 6, 7, 8, and 9, including collection of past-due amounts.

13.7 Statute of Limitations. To the extent permitted by applicable law, any claim or cause of action arising out of or relating to this Agreement or Customer's use of the Products must be commenced within one (1) year after the claim or cause of action arose, regardless of when it was discovered, or such claim shall be barred.

13.8 Attorneys' Fees. The prevailing Party in any legal action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and court costs, including costs of collection, investigation, appeal, and remand, to the extent permitted by applicable law.

13.9 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control ("**Force Majeure Event**"), including acts of God, fire, flood, pandemic, natural catastrophe, governmental actions, national emergency, riot, terrorism, war, labor disputes, or third-party damage to telecommunications infrastructure, provided the affected Party was not negligent in causing the event. This Section shall not excuse Customer's obligation to pay fees due under this Agreement.

13.10 Course of Dealing and Performance. The terms of this Agreement shall not be modified by custom, usage, or the Parties' course of dealing or performance.

13.11 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The affected provision shall be limited or modified only to the extent necessary to make it valid and enforceable.

13.12 Waiver. Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. A waiver of any breach shall not constitute a waiver of any subsequent breach.

13.13 Publicity. Neither Party may make any public statement regarding the relationship contemplated by this Agreement without the other Party's prior written consent.

13.14 Amendments and Updates. Company may update and publish revised versions of this Agreement from time to time. Unless otherwise agreed in writing by the Parties, the version of this Agreement incorporated into an executed Order Form shall govern that Order Form for its applicable term, and publication of an updated version shall not, by itself, modify the terms governing an existing Order Form. Any amendment to the terms governing an existing Order Form must be agreed to in writing by authorized representatives of both Parties. No employee, contractor, agent, or representative of Company is authorized to alter this Agreement without such written agreement.

13.15 Entire Agreement; Order of Precedence. This Agreement, together with all applicable Order Forms and SOWs, constitutes the entire agreement between the Parties regarding the Products and services and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions concerning the same subject matter. In the event of a conflict between this Agreement and an Order Form or SOW, this Agreement shall control unless the applicable Order Form or SOW expressly identifies the provision of this Agreement being modified and states that the modification applies notwithstanding that provision. Any additional, different, or conflicting terms contained in a purchase order or other document issued by Customer are rejected and shall have no effect, even if Company accepts or processes such purchase order.

13.16 Authority. Each Party represents that it has the full power and authority to enter into this Agreement and any applicable Order Form or SOW.

13.17 Equitable Relief. Each Party acknowledges that a breach of confidentiality obligations or restrictions on use of intellectual property under this Agreement may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the non-breaching Party may seek appropriate equitable relief, in addition to any other remedies available at law or in equity.

13.18 Notices. Unless otherwise expressly provided in this Agreement, notices required under this Agreement shall be in writing and delivered by certified mail, return receipt requested, or by nationally recognized overnight courier, to the addresses specified below or such other addresses as a Party may designate by written notice. Notices shall be effective upon receipt or refusal of delivery. Notices to Company shall be sent to:

Mar-Kov Computer Systems Inc.
c/o CAI Software, LLC
6510 S. Millrock Drive, Suite 225 Holladay, Utah 84121
Attention: Legal Department

Notices to Customer shall be sent to the address specified in the applicable Order Form.