

Nomad E U L A

NOMAD TECHNOLOGIES, LLC

End-User License Agreement (E U L A)

1. Definitions.

“3rd Party” or “3rd Parties” means any person or entity not employed by Nomad or Customer who enters data or information into the Subscription Service.

“Administrator Users” means the Authorized User(s) designated by Customer who are responsible for administering the Subscription Service and who are issued an Administrator login by Nomad or Customer.

“Agreement” means these terms and conditions, the Exhibits attached hereto and any other statements of work, exhibits or appendices thereto, whether attached or incorporated by reference.

“Authorized Users” means your employees, agents, independent contractors and other individuals authorized by you to access and use the Subscription Service, for whom subscriptions to a Subscription Service have been purchased and who have been supplied user identifications and passwords by Customer. You are responsible for ensuring that your Authorized Users comply with this Agreement and interact with the Services in a manner consistent with your obligations under this Agreement. You, and not Nomad, are responsible for the acts and omissions of your Authorized Users (including breaches of this Agreement caused by your Authorized Users) and any activity occurring in your Authorized User accounts, even if not authorized by you (other than activity directly engaged in by Nomad that was not carried out at your request or instruction).

“Customer” means the customer legal entity that is a corporation, partnership or a sole proprietorship, has executed this Agreement and is authorized to use the Subscription Service.

“Customer Data” or “Data” means all electronic data or information of any kind that Customer and its authorized users provide to Nomad or on behalf of, Customer through its use of the Subscription Service, and any data that third parties submit to Customer through the Subscription Service that is entered into the Subscription Service by Customer or its authorized users including administrative users, authorized users, employees and third parties authorized to use the Subscription Service, regardless of whether or not the Customer Data is owned by Customer during the Term. Customer Data includes but is not limited to: (i) Data; (ii) Customer records, data files, input materials, reports, forms; or (iii) any information relating to an identified or identifiable natural person defined as an identifiable person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Customer Data may include the name, email addresses, telephone numbers and information of any person logging in to the Services or any information pertaining to Customer’s customers including information that is inputted by Customer into the Subscription Service including birth dates, social security numbers, and personally identifiable information (PII) including financial information, and protected health information covered under HIPAA. All Customer Data has been designed, created and provided solely by Customer or by 3rd parties on its behalf without the participation or involvement of Nomad. Customer is responsible for any actions it takes with respect to Customer Data, including uploading it to the Subscription Service or using the Subscription Service to share or otherwise make available such Customer Data to third parties. Customer is responsible for ensuring that it has all the rights and permissions needed to use Customer Data in connection with the Subscription Service. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data entered into the Subscription Service. Nomad assumes no responsibility for the accuracy, propriety, or usefulness to Customer of the Customer Data. Nomad shall not be liable to Customer or any third-parties for any loss, damage or expense whatsoever and howsoever arising from any Customer Data entered into the Subscription Service by Customer or by an entity on its behalf. Customer acknowledges that Nomad will rely on the accuracy of the Customer Data provided to Nomad by Customer as it performs its requested functions under this Agreement. Customer acknowledges that it owns all of the Customer Data or has all rights to grant such licenses to Nomad to use such Information in furtherance of providing the Services without infringement or violation of any third party rights. Nomad provides no warranties, representations or indemnification to Customer for its access to, and use of the Customer Data.

Customer gives consent to Nomad to use the Customer Data when integrating with third party company systems to perform services on Nomad’s behalf relating to the functionality of the Subscription Service and that Customer consents to Nomad using Customer Data that may include personally identifiable information containing social security numbers and credit card information.

“Documentation” means the administrative and user manuals published by Nomad and provided by Nomad to Customer with the Subscription Service, which may be updated from time to time, but excluding any sales or marketing materials.

“Electronic Communications” means any information transmitted in whole or part, electronically received and/or transmitted through the Subscription Service.

“Equipment” means that Customer shall be responsible for the cost of, and for providing, its own devices to access the Subscription Service.

“Order Form” shall mean the Nomad Purchase Order or Order Form which sets forth the monthly Fees to be paid by Customer for using the Subscription Service that references, incorporates, and is made under this Agreement.

“Term” has the meaning set forth in Section 10.1 below. “Third Party Integrated Services” means applications or services that are provided and managed by third party providers, and interoperate with the Subscription Service including but not limited to any third party that enables the Subscription Service to act as a conduit to send Customer Data or any type of information to the intended party.

In consideration for Customer’s acceptance of and subject to the terms and conditions incorporated herein and the Privacy Policy (“Privacy Policy”) located at: <https://nomad-cms.com/privacy-policy> as may be amended from time to time, and incorporated herein by this reference, Nomad shall provide access to the Subscription Service to Customer during the term of this Agreement. Nomad will use commercially reasonable efforts to make the Subscription Service accessible to Customer 24 hours per day, 7 days per week, subject to any downtime for maintenance, updating, and repair. Notwithstanding the foregoing, Customer acknowledges and agrees that Nomad shall have no responsibility for its inability to use the Subscription Service or access the Subscription Service due to network interruption, communications failure, or server downtime.

2. Limited Rights; Ownership

2.1 Nomad grants to Customer and Customer accepts from Nomad, a limited, revocable, non-exclusive, non-transferable right to access and use and permit Authorized Users to access and use the Subscription Service solely for the internal business operations of Customer during the Term. The Subscription Service shall not be used by Customer or by Authorized Users for, or on behalf of, third parties that are not authorized under this Agreement. Customer shall use its best efforts to ensure that the Authorized Users use the Subscription Service in accordance with the terms and conditions of this Agreement. Customer acknowledges that its right to use the Subscription Service will be conditioned upon: (i) Customer’s payment of the Fees associated with using the Subscription Service set forth in Exhibit A; and (ii) the Subscriptions Service being web-based only and will not be installed on any servers owned or controlled by Customer or otherwise provided to Customer without Nomad's consent.

2.2 Authorized Users: Passwords, Access, and Notification. Customer, through its Administrator, shall authorize access to and assign unique passwords and user names for all employees authorized to access the Subscription Service. Authorized User logins are for designated Authorized Users and cannot be shared or used by more than one Authorized User. Customer will be responsible for the confidentiality and use of Authorized User’s passwords and user names. Nomad will act as though any Electronic Communications it receives under Customer’s passwords, user name, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service and shall promptly notify Nomad of any unauthorized access or use of the Subscription Service and any loss or theft or unauthorized use of any Authorized User’s password or name and/or Subscription Service account numbers.

2.3 Use of the Subscription Service. Customer is responsible for all activities and Electronic Communications conducted by its Authorized Users and for its Authorized Users’ compliance with this Agreement, including the content of all Customer Data. Customer will not: (a) sell, lease, license or sublicense the Subscription Service; (b) introduce into or transmit through the Subscription Service any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs; (c) transmit or store infringing material in the Subscription Service; (d) send any Electronic Communication from the Subscription Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this Agreement, no part of the Subscription Service may be copied, republished, displayed in any form or by any means. Customer agrees not to access the Subscription Service by any means other than through the interfaces that are provided by Nomad.

2.4 Third Party Integrated Services.

Nomad allows third party vendors, service providers, software developers and information systems companies to provide applications, websites and/or features via the Nomad Subscription Service Platform (“integrated Service” or “Integrated Services”). Nomad offers Integrated Services by either i) licensing technology from a third party and embedding it in the Subscription Service; or ii) establishing a connection or conduit with a third party’s software platform or information system enabling the Subscription Service to send Customer Data or any type of information to the intended party. (i) and (ii) are collectively the “Embedded Technology”). Customer consents to use Embedded Technology with the Subscription Service. Customer also consents to and acknowledges that any third parties offering Embedded Technology may have access to, store, transmit or care for sensitive and confidential customer data or information.

Integrated Services. Customer acknowledges that: (i) in order to use certain Integrated Services, there may be additionally applicable terms and conditions including those which may establish a direct contractual relationship between Customer and an Integrated Services provider; and (ii) Uptime, availability and support of Integrated Services may be provided by an Integrated Services provider and not Nomad. If subscribed for Integrated Services, Customer agrees Nomad may allow the provider of such Integrated Services to have access to, store, transmit or care for sensitive and confidential customer data or information as required for the interoperation of that Integrated Service with the Nomad Subscription Service platform. Customer acknowledges Nomad is not responsible for any disclosure, modification or deletion of Customer’s Data resulting from access by an Integrated Service or its provider. Nomad does not warrant or support Integrated Services, except as specified in a specific addendum to this Agreement related to the Integrated Service.

Embedded Technology will be used among other ways to collect data and information (“third party information”) from various systems: (i) to identify opportunities in the third party information to be utilized by Customer while using the Subscription Service; (ii) to make improvements to the software underlying the Subscription Service; and (iii) to measure Key Performance Indicators (KPIs). Nomad has no duty to verify the accuracy or reliability of all such third party information and KPIs and shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any breach or error, loss, damage, or claim caused by Customer or any third party’s reliance on any such third party information and KPIs.

2.5 Hosting Center Facilities. The hosting center facilities supporting the Subscription Service, all related Applications and the Third Party Integrated Services where applicable and delivered by Nomad for usage by the Customer shall be provided for and managed by a third party vendor which is Amazon Web Services "AWS" (the "third party vendor") not a party to this Agreement. Nomad shall not be liable in respect of any breach or error in delivery, loss, damage or interruption to the Subscription Service, or Third Party Integrated Services during the Term of this Agreement caused by the third party vendor. Customer shall immediately notify Nomad, in writing of any such error, loss, breach, damage or interruption. Nomad shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any breach or error, loss, damage, defect or interruption to the Subscription Service caused by the third party vendor.

2.6 Security. Each party will use commercially reasonable measures to maintain and enforce physical and logical security procedures to prevent unauthorized access to and/or use of the Subscription Service and the Customer Data. Nomad will use commercially reasonable measures to secure and defend the Subscription Service against "hackers" and others who may seek to modify or access the Subscription Service or the Customer Data without authorization. Nomad will use commercially reasonable efforts to remedy any breach of security or unauthorized access. Nomad shall not be responsible or liable for the disclosure of or unauthorized access to Customer Data caused by Customer, its Authorized Users, Customer's affiliates, or the employees, third parties, agents or contractors of any of the foregoing. Customer is responsible for protecting the confidentiality and security of its account access credentials (including passwords and devices used for two-factor authentication purposes) used by Customer and its Authorized Users to access the Subscription Service. Customer will use commercially reasonable efforts to prevent unauthorized use of the Subscription Service. If Customer becomes aware of any unauthorized use of the Subscription Service or access to Customer's accounts, Customer will terminate such use (if practicable) and promptly notify Nomad.

2.7 Transmission of Data. The Subscription Service allows Customer to send and receive Electronic Communications and Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use the Subscription Service. Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Nomad. Nomad is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data across networks not owned and/or operated by Nomad, including but not limited to, the Internet and Customer's local network.

2.8 Compliance with Laws. Nomad will comply with all applicable laws and regulations affecting the operation of Nomad's business, including any applicable export restrictions and data protection laws. Customer will be solely responsible: (i) for compliance by Customer with all laws and governmental regulations affecting Customer's business, (ii) for using the Subscription Service in a manner to assist it in complying with same, and (iii) the content and accuracy of all reports and documents prepared in whole or in part by using the Subscription Service. Customer will review any calculations made by using the Subscription Service and satisfy itself that those calculations are correct. The Subscription Service is not a substitute for the advice of an attorney and does not include any legal, regulatory, accounting or tax advice and Customer and its affiliates will rely solely upon their own advisors with respect to any such advice. Customer agrees and acknowledges that Nomad is not a law firm, does not provide legal advice or representation, and that no attorney-Customer relationship exists or will be formed between Nomad and Customer.

2.9 Implementation Services. Implementation and training services will be performed in accordance with Nomad's customary practices for the level of services purchased. Implementation is performed remotely unless otherwise specified.

3. Software as a Service (SaaS) Agreement

3.1 "Customer Content" shall mean any materials uploaded by Customer onto the Subscription Service or by a third party on Customer's behalf at any time, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Customer assumes sole responsibility for ensuring that the Customer Content does not infringe or violate any right of any third party. Notwithstanding the foregoing, Provider reserves the right, in its sole discretion, to exclude or remove from the Subscription Service any Content uploaded by Customer which, in Provider's sole reasonable discretion, may violate any law or third party rights or which otherwise exposes or potentially exposes Provider to civil or criminal liability or public ridicule.

3.2 Customer shall not place nor cause to be placed on the Subscription Service any Content that contains any content or materials which is obscene, threatening, malicious, which infringe on or violate any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise exposes Nomad to civil or criminal liability. Customer assumes sole responsibility for ensuring that the Customer Content does not infringe or violate any right of any third party. Notwithstanding the foregoing, Nomad reserves the right, in its sole discretion, to exclude or remove from the Subscription Service any Content uploaded by Customer which, in Nomad's sole reasonable discretion, may violate any law or third party rights or which otherwise exposes or potentially exposes Nomad to civil or criminal liability or public ridicule.

3.3 Ownership of Customer Content. Customer represents to Provider and unconditionally guarantees that the Customer Content, including any elements of text, graphics, photos, designs, trademarks, or other artwork uploaded onto the Subscription Service are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Nomad from any claim or suit arising from the use of such elements furnished by the Customer.

3.4 Customer represents and warrants that (a) Customer Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of any third party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other party right, and (b) Customer owns the Customer Content or otherwise has the right to use the Customer Content.

3.5 Customer Data Responsibility. Customer acknowledges and agrees that any and all Customer Data is the responsibility of the person or entity from whom such Data originated. Thus, Customer and not Nomad, is entirely responsible for all Customer Data that its Users upload, post, email, transmit or otherwise make available via the Subscription Service. Accordingly, Nomad does not guarantee the accuracy, integrity, timeliness, completeness or quality of any Customer Data. Customer agrees that it must evaluate, and bear all risks associated with, the use of or reliance on any Customer Data. Nomad does not endorse or make any representations about any Customer Data, or any results that may be obtained from using any Customer Data. Further, Customer understands that by using the Subscription

Service it may be exposed to Customer Data that is inaccurate, offensive or objectionable. Under no circumstances will Nomad be liable in any way for any Customer Data, including any errors or omissions in any Customer Data, or any loss or damage of any kind incurred as a result of the use of any Customer Data.

3.6 Customer Data. Title to, and all Intellectual Property Rights in, the Customer Data (and all complete or partial copies thereof in any medium or form) are retained by Customer or its Users unless Nomad is requested by a government agency or authority, subpoena or court order to produce the Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Nomad will not use the Customer Data for any purpose other than to provide the Subscription Service to Customer and to improve the Subscription Service.

3.7 During the Term, Customer grants Nomad and its agents a non-exclusive, worldwide, royalty-free right to use, copy, modify, make available, display, and adapt the Customer Data to provide the Subscription Service to Customer and its Users. Except as expressly provided herein, Nomad shall not have any other rights with respect to the Customer Data and will not take any action inconsistent with the foregoing acknowledgment.

3.8 Data Return/Destruction & Transition Services. In the event Customer has chosen a plan in which Nomad owns the AWS account Nomad shall destroy all Customer Data seven (7) days after the Agreement Term has ended unless Customer gives written notice prior to the Agreement term ending that it wants all of its Data exported, which Nomad will do in a format of its choosing. If the Agreement has been terminated Customer shall give written notice two (2) businesses days after such termination notice that it desires its Customer Data to be exported. If Customer fails to provide such notice within these time frames Nomad has the right to destroy Customer's Data notwithstanding Nomad's obligations under HIPAA if applicable to Customer.

4. Confidentiality

4.1 Confidential Information. For purposes of this Agreement, "Confidential Information" shall include the terms of this Agreement, Customer Data, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the Parties regarding the Subscription Service and any information that is clearly identified in writing at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the Receiving Party; (4) the Receiving Party becomes aware of from a third party not bound by non-disclosure obligations to the Disclosing Party and with the lawful right to disclose such information to the Receiving Party; (5) is independently developed by the Receiving Party without use of or reference to the Confidential Information, or (6) is aggregated, de-identified data that does not contain any personally identifiable or Customer-specific information.

4.2 Non-Disclosure Obligations. Each party agrees: (a) not to use or disclose Confidential Information except to the extent reasonably necessary to perform its obligations or exercise rights under this Agreement or as directed by the disclosing party; (b) to protect the confidentiality of Confidential Information in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information), and (c) to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or a regulation.

5. Intellectual Property - Ownership of the Subscription Service and Additional Services. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Subscription Service and Documentation (including without limitation the software used to provide the Subscription Service) are retained and owned exclusively by Nomad or its licensors. In addition, Nomad shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Subscription Service and its other product and service offerings any ideas, suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the operation of the Subscription Service. Any rights not expressly granted herein are reserved by Nomad.

Except the right to access and use the Subscription Service, as expressly provided herein, this Agreement does not grant to Customer any rights to, or in, patents, copyrights, Personal Database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Subscription Service or the software (the "Software") used to provide the Subscription Service. Customer shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Subscription Service, Work Product and/or Software in any form or media or by any means. The provisions of this paragraph 5 shall survive termination of this Agreement.

5.1 Use of Marks. Nomad's Marks and the names and logos associated with the Subscription Service or parts thereof ("Nomad Marks") are trademarks of Nomad. Other third party product, service and company names, logos or marks mentioned as part of the Subscription Service are trademarks and/or service marks of their respective owners. During the Term, Nomad hereby grants Customer the right to use the Nomad Marks applicable to the Subscription Service solely for the marketing and promotion of such Subscription Service for the Business Purpose only in accordance with Nomad's published guidelines for use of such Marks. To the extent the Business Purpose includes the provision of outsourced services to third parties, of which the Subscription Service is a part of or in addition to such services, Customer shall use its best efforts, at its expense, to market and promote each Subscription Service for the Business Purpose, including formal and active print and online campaigns, and participation in seminars and forums with its Customers. Any materials for such purpose shall prominently display the Nomad Marks applicable to such Subscription Service. Any and all goodwill associated with these rights and the Nomad Marks shall automatically vest in Nomad. Customer agrees that Nomad may refer to Customer as a Customer of Nomad and hereby grants Nomad the right to use Customer's trademarks, trade names, trade symbol, and logos (collectively "Customer Marks") in connection with the marketing and promotion of Nomad, the Subscription Service or part thereof (including a specific Program or Service). Nomad may also use the experience of Customer and its Users in marketing materials, including white papers, case studies, brochures and webcasts. Nomad agrees to use Customer Marks consistent with Customer's published guidelines with respect to such use. Any and all goodwill associated with these rights and the Customer Marks shall automatically vest in Customer.

5.2 Server Information & Analytics. As part of providing the Subscription Customer acknowledges and agrees that Nomad may collect and use benchmarking, transactional or performance information or data provided to or collected by the Subscription or the Nomad servers making available the Subscription, including traffic, traffic patterns, activity, activity patterns, page impressions, field and record counts or types, and similar analytics that may be conducted on the Subscription or any Data on a de-identified basis (collectively, "Server Information"). All Server Information shall be deemed Nomad Data and Nomad Confidential Information. For clarity, any analytics produced therefrom shall be anonymous as to Customer, its affiliates, and their Users and shall not reasonably be linked back to Customer, its affiliates or their Users and shall not contain Personal Information.

5.3 Ownership of Deliverables. If Software Development Work is included in any Order Form and mutually agreed upon Statement of Work (a "Statement of Work") to create any derivative versions ("Deliverables") of the Subscription Service, Customer acknowledges and agrees that Nomad owns all of the intellectual property rights in the Deliverables and Documentation including without limitation any pre-existing materials and Confidential Information supplied by Customer for incorporation into such Deliverable and the software used to provide the Deliverables. Any modification, enhancement, derivative work, or other improvement of or based upon the Subscription Service, which includes a Deliverable, whether developed by Nomad or a Customer, will be Nomad exclusive property and Customer hereby irrevocably and in perpetuity assigns to Nomad all worldwide rights, title, and interest therein.

Nomad grants to Customer a revocable, royalty-free, non-exclusive, non-transferable, non-assignable right to use any Deliverable if an Order Form has been executed, to the extent necessary to permit Customer to use the Deliverable in connection with the Subscription Service during the Term until such time that the Agreement ends or is terminated then Customer shall cease using any enhancements, modifications, adaptations and derivative works of the Subscription Service made by Nomad or Customer and Customer shall return all such products to Nomad immediately. Customer acknowledges that nothing in this Agreement will restrict or limit Nomad from performing similar services and creating similar Deliverables for any third party.

5.4 No Work Made for Hire. (a) Customer agrees that no Work Product will be developed from a Deliverable as a "work made for hire." As such, copyright and all other intellectual property rights vest with Nomad when the Deliverable is fixed in a tangible medium of expression. In the event that Customer is ever determined to own copyrights or other intellectual property rights in the Deliverable, Customer hereby: (i) irrevocably assigns to Nomad all rights, title, and interest that Customer might have in the Deliverable; (ii) agrees to execute all documents necessary to implement and confirm the letter and intent of this Section; and (iii) irrevocably appoints Nomad as Customer's attorney-in-fact to execute any ownership documents to perfect such ownership interests of Nomad, such right being coupled with an interest.

(b) Deliverable as Confidential Information. The Deliverables are deemed to be Nomad's Confidential Information hereunder and, except as permitted herein, must not be disclosed by Customer without Nomad's express written approval. Customer may use the Deliverable for any internal business purpose and Customer may disclose the Deliverable to any contractor or vendor of Customer that assists Customer with its internal business affairs and operations, provided that Customer first binds such third party contractor or vendor to the same restrictions on use and disclosure of the Deliverable contained herein. Any other disclosure or publication of any Deliverable requires Nomad's prior written consent.

6. Payment Terms

6.1 Fees. Customer is responsible to pay Nomad for all Fees ("Fees") to subscribe to use the Subscription Service wherein the customer signs up for a subscription as outlined in the plan selection ("Plan Selection") as set forth in Exhibit A. Nomad will invoice Customer on the first business day of each month for that month's access to the Subscription Services and Fees owed by Customer pursuant to the Order Form. All amounts are payable in U.S. dollars. Payment amounts which are more than 30 days late after written notice of delinquency has been provided will incur interest in an amount equal to one and one-half percent (1 1/2%) per month or the maximum allowed by law, whichever is less.

6.2 Billing. (a) We use a third-party payment processor (the "Payment Processor") to bill you through a payment account linked to your Account (your "Billing Account") for use of the Subscription Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for errors by the Payment Processor. By choosing to use Payment Services, you agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Payment Services in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your "Payment Method"). You agree to make payments using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

(b) PAYMENT METHOD. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

IF YOU WISH TO TERMINATE YOUR AUTHORIZATION FOR A PAYMENT METHOD OR CHANGE YOUR PAYMENT METHOD, CONTACT billing@nomad-cms.com.

(c) CURRENT INFORMATION REQUIRED. AS PART OF YOUR CONTINUED USE OF THE SUBSCRIPTION SERVICE YOU ARE REQUIRED TO PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL REQUIRED INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (INCLUDING PROVIDING A CHANGE IN BILLING ADDRESS, OR UPDATED CREDIT CARD NUMBERS, OR CREDIT CARD EXPIRATION DATES), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. IF YOU FAIL TO PROVIDE ANY OF THE ABOVE MENTIONED INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PAYMENT SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PAYMENT SERVICES AS SET FORTH ABOVE.

(d) CHANGE IN AMOUNT AUTHORIZED. If the amount to be charged to your Billing Account varies from the amount you preauthorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

(e) REAFFIRMATION OF AUTHORIZATION. Your non-termination or continued use of a Payment Service reaffirms that we are authorized to charge your Payment Method for that Paid Service. We may submit those charges for payment, and you will be responsible for such charges. This does not waive our right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Payment Service.

6.3 Taxes. If Customer is a tax-exempt organization and is not obligated to pay taxes arising out of this Agreement, Customer will provide Nomad with any required documentation to verify its tax-exempt status with the applicable taxing authorities.

7. Disclaimer of Warranties.

THE SUBSCRIPTION SERVICE, NOMAD API, NOMAD TRADEMARKS, PLATFORM, SOFTWARE, SERVICE OFFERINGS, UPDATES AND OTHER PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOMAD (HEREINAFTER COLLECTIVELY REFERRED TO AS "NOMAD'S SERVICES") ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

CUSTOMER ASSUMES ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF NOMAD'S SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE AND PERFORMANCE OF, AND RESULTS OBTAINED FROM NOMAD'S SERVICES AND THAT NOMAD MAKES NO WARRANTY THAT: (i) NOMAD'S SERVICES WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE; (ii) THE NOMAD'S SERVICES, SOFTWARE, UPDATES OR DOCUMENTATION IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE; (iii) THERE WILL BE NO INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF NOMAD'S SERVICES; OR (iv) NOMAD'S SERVICES WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOMAD DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY STANDARDS, GUARANTEES, REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, ACCURACY OF INFORMATION OR RESULTS, TITLE AND NONINFRINGEMENT WITH RESPECT TO NOMAD'S SERVICES, ANY WARRANTY OF THIRD PARTY SOFTWARE, PRODUCTS OR SERVICES, FUNCTIONALITY OF HARDWARE, SOFTWARE, FIRMWARE OR COMPUTER SYSTEMS OR ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. CUSTOMER HEREBY ACKNOWLEDGES THAT NOMAD'S SERVICES MAY NOT BE AVAILABLE OR MAY BECOME UNAVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF NOMAD'S SERVICES, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, ACTIONS AND OMISSIONS OF THIRD PARTIES, OR ANY OTHER CAUSE REASONABLY BEYOND THE CONTROL OF NOMAD THEREFORE, NOMAD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY REGARDING SYSTEM AND/OR SOFTWARE AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE.

TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

8. Limitation of Liability.

CUSTOMER ASSUMES THE ENTIRE COST OF ANY DAMAGES RESULTING FROM CUSTOMER'S USE OF NOMAD'S SERVICES, THE INFORMATION CONTAINED IN OR COMPILED BY NOMAD'S SERVICES, THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR SOFTWARE WHETHER PROVIDED BY NOMAD OR A THIRD PARTY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL NOMAD OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, EXEMPLARY, INDIRECT, RELIANCE, LIQUIDATED, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION, BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF BUSINESS INFORMATION OR ANY PERSONAL OR CUSTOMER DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION, IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS, BODILY HARM, EMOTIONAL DISTRESS OR LOSS OF LIFE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE NOMAD'S SERVICES, OR THE INCOMPATIBILITY OF NOMAD'S SERVICES WITH ANY HARDWARE, SOFTWARE OR USAGE, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF NOMAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. TO THE EXTENT PERMITTED BY LAW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION OR ARBITRATOR AND NOMAD BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED. NOMAD'S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE FEES PAID BY CUSTOMER TO NOMAD DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES WHETHER IN CONTRACT, TORT OR OTHERWISE.

9. Indemnification

9.1 Nomad's Indemnity. Nomad shall, at its own expense, defend Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Subscription Service or related Applications as used in accordance with the terms and conditions of this Agreement, infringe the copyrights, trade secrets, patents or trademarks of such third party and shall hold Customer harmless from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. Excluded from these indemnification obligations are Claims to the extent arising from: (a) use of the Subscription Service in violation of this Agreement or applicable law, (b) use of the Subscription Service after Nomad notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Subscription Service not made by Nomad, or (d) use of the Subscription Service in combination with any software, application or service not provided by Nomad. If a Claim is brought or threatened, Nomad shall, at its sole option and expense, use commercially reasonable efforts either: (a) to procure for Customer the right to continue using the Subscription Service without cost to Customer; (b) to modify or replace all or portions of the Subscription Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if the remedies described in (a) and (b) above are not commercially feasible, terminate the Agreement and provide to the Customer any pro-rata refund of the Subscription Service fees pre-paid under the Agreement for the remaining terminated portion of the Term. The rights and remedies granted to Customer under this Section 9.1 state Nomad's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of any third party.

9.2 Customer's Indemnity. Customer shall indemnify, defend, and hold harmless Nomad, its directors, officers, employees, agents, and affiliates, from and against all liabilities, damages, expenses and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim (collectively "Claims") regarding or in connection with: (i) the Data, the Customer Data, Customer Content or any Customer trademarks or service marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or violates a law; (ii) any content or data provided by Customer, or its Authorized Users; (iii) any breach of this agreement by

Customer; (iv) Customer's use or misuse of the Subscription Service and related Applications and Integrated Services; and (v) Customer's failure to pay all applicable taxes associated with Customer's use of the Subscription Service or related Applications. Customer shall defend and hold Nomad harmless from and against liability for any Losses to the extent based upon such Claims.

9.3 Indemnification Procedures and Survival. In the event of a potential indemnity obligation under this Section 9, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's expense, with the indemnifying party in the investigation and defense of such Claim. The indemnification obligations under this Section 9 are expressly conditioned upon the indemnified party's compliance with this Section 9.3.

10. Term; Subscription Renewals; Termination

10.1 Term; Renewals. The term of this Agreement shall be for an initial period of one (1) year from the Effective Date and shall continue thereafter (the "Term"). The Term of each Subscription Service purchased under this Agreement shall continue for the initial term and shall automatically renew for successive twelve (12) month periods unless either party gives the other written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

10.2 Termination, Expiration.

- a. Either party may terminate this Agreement for material breach thereof by the other party upon thirty (30) days prior written notice of such breach which is not cured during such notice period. Termination of this Agreement for material breach, as set forth herein, shall terminate any orders for the Subscription Service and any related Applications.
- b. Such notice by the complaining party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the Legal Department of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice").
- c. Either party may terminate this Agreement immediately upon written Notice if the other party (i) files a petition, or has a petition filed against it, under any laws relating to liquidation or distribution of assets for the benefit of its creditors due to insolvency which is not abandoned or dismissed within thirty (30) days; or (ii) ceases to carry on business operations in the ordinary course.
- d. Nomad shall have the right to terminate the Agreement in the event Customer chooses a Subscription Plan where Customer sets up and owns their own AWS account and such account is terminated by either AWS or Customer.
- e. Upon termination or expiration of this Agreement for any reason, Customer shall have no rights to continued use of the Subscription Service and any related Applications. If this Agreement is terminated as a result of Customer's material breach of the Agreement, then Nomad shall be entitled to all of the Fees due under this Agreement for the entire committed subscription term under this Agreement. If this Agreement is terminated as a result of Nomad's material breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Customer to Nomad under this Agreement for the remaining terminated portion of the Term. Customer agrees that Nomad shall not be liable to Customer or any third party for any damages suffered by Customer as a result of termination of this Agreement.

10.3 Suspension for Delinquent Account. Nomad reserves the right to suspend Customer's and any of its Authorized Users' access to and/or use of the Subscription Service for any accounts for which any payment is due but unpaid but only after Nomad has provided Customer at least one (1) delinquency notice, and at least ten (10) days have passed since the transmission of the first notice. Customer agrees that Nomad shall not be liable to Customer or any other third party for any suspension of the Subscription Service pursuant to this Section.

10.4 Survival. Sections 4, 5, 7, 8, 9, 10, 11 and 12 and any other provisions necessary to interpret the respective rights and obligations of the parties hereunder will survive any termination or expiration of this Agreement, regardless of the cause of such termination or expiration.

11. Non-Solicitation. Customer agrees that during the Term and for a period of twelve (12) months thereafter, neither Customer nor any of its Affiliates shall solicit any employee or subcontractor of Nomad to leave his/her/its employment or engagement with Nomad, or hire or engage as an employee, consultant, independent contractor or in any other capacity, any employee or subcontractor of Nomad, without the prior written consent of Nomad. In the event that Customer violates the foregoing, it shall pay liquidated damages to Nomad in an amount equal to the first year's compensation to such individual following such hire or engagement in violation of this provision. General recruitment activities which are in no way targeted at the employee's or former employees of Nomad shall not be deemed a prohibited solicitation under this Section.

12. General Provisions.

12.1 Notices. Notices between the parties will be by personal delivery, courier, facsimile transmission, or certified or registered mail, return receipt requested, and will be deemed given upon receipt at the address of the recipient party or ten (10) days after deposit in the mail. Addresses used will be the ones set forth above or such other address as a party hereto will notify the other in writing.

12.2 Severability. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement, and further agree to substitute for the invalid provision a mutually agreeable valid provision that most closely approximates the intent of the invalid provision.

12.3 Headings. The headings in this Agreement are for convenience of reference only and have no legal effect.

12.4 No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

12.5 Assignment. Customer shall not be permitted to assign any of its rights under this Agreement to any other entity (except the right to receive money) without the written consent of Nomad. Nomad shall be permitted to assign its rights under this Agreement to any successor entity of any kind.

12.6 Relationship. Each party hereto is an independent contractor, and neither party is, nor will claim to be, a legal representative, franchisee, agent or employee of the other.

12.7 Force Majeure. Neither party will be liable to the other for a failure or delay in its performance of any of its obligations under this Agreement (except for the payment of amounts due hereunder) to the extent that such failure or delay is caused by circumstances beyond its reasonable control or by events such as fire, riot, flood, labor disputes, natural disaster, regulatory action, internet or telecommunications failures, terrorist acts, or other causes beyond such party's reasonable control, provided that the non-performing party gives notice of such condition and continues or resumes its performance of such affected obligation to the maximum extent and as soon as reasonably possible.

12.8 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts. A signature transmitted via facsimile, scanned original or third party e-signature system will be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement.

12.9 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the entire understanding and agreement between the parties with respect to the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written communications with respect to such subject matter. In the event of a conflict between the foregoing terms and conditions and any Exhibits to this Agreement, the foregoing terms and conditions will control. The parties agree that in the event Customer utilizes a purchase order, any term therein which purports to modify or supplement the terms of this Agreement will be void with no force or effect. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies).

12.10 Governing Law/Arbitration. By using Nomad's Services, you agree that the laws of the State of California without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Nomad.

12.11 Disputes. ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF NOMAD'S SERVICES SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN ORANGE COUNTY, CALIFORNIA EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

YOU AND NOMAD AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY CALIFORNIA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE COURT LOCATED IN ORANGE COUNTY, CALIFORNIA.

Contact

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(949) 396-1431

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