



Last Updated: May 11, 2023

This agreement (this "**Agreement**") is between HRC (as defined below), and the Customer (as defined below) and governs the provision of certain SaaS-based services by HRC to Customer, as set forth in each Order Form and SOW between the parties.

CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY (1) CLICKING "I ACCEPT" OR OTHERWISE SUBMITTING AN ONLINE FORM THAT REFERENCES THIS AGREEMENT AND INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM OR SOW THAT REFERENCES THIS AGREEMENT.

THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CLOUD SOLUTION OR OTHER SERVICES FROM HRC.

1. SCOPE

a. **Definitions.** The following terms, when used in this Agreement, shall have the meaning set forth below.

- "**Affiliate**" of a party means any entity that directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with the party, where "control" means either the power to direct the management or affairs of the entity or ownership of 50% or more of the voting securities of the entity.
- "**Cloud Solution**" means each HRC proprietary software-as-a-service cloud solution to which Customer subscribes to under an Order Form.
- "**Customer**" means the company or legal entity and Affiliates of that company or legal entity which have entered into Order Forms.
- "**Documentation**" means HRC's technical documentation pertaining to the Cloud Solutions made available to Customer or available on the HRC website upon logging into the applicable Cloud Solution online.
- "**HRC**" means the HighRadius company entering into the applicable Order Form or SOW which references this Agreement. For purposes of the forgoing, "**HighRadius company**" means HighRadius Corporation, a Delaware corporation, and/or any of its direct or indirect subsidiaries.
- "**Order Form**" means an ordering document signed by the parties which contains the details of the Customer's subscription to the Cloud Solution(s), including the Subscription Term, subscription capacity, pricing and billing schedule. Such subscription details may also be attached to an Order Form as a "**Schedule**".
- "**SOW**" means a statement of work that contains the details of HRC's implementation or customization services for a Cloud Solution. SOWs are subject to the Implementation and Customization Terms set forth in Exhibit B.
- "**Subscription Term**" means the period of the subscription of the Cloud Solution specified on the Order Form, together with all renewals thereof effected in accordance with the terms of this Agreement.

b. **Customer Affiliates.** An Affiliate of Customer may procure a subscription to the Cloud Solution and related services from HRC under the terms and conditions of this Agreement by entering into an Order Form that references this Agreement (each such Order Form between an Affiliate of Customer and HRC, an "**Affiliate Order Form**"); provided that Customer shall be jointly and severally liable for the obligations of its Affiliates under an Affiliate Order Form. Each Affiliate Order Form shall be governed by the applicable terms of this Agreement and shall constitute a separate contract between such Affiliate of Customer and HRC, and for purposes of such Affiliate Order Form all references to Customer herein shall be deemed to be references to such Affiliate of Customer.

c. **Resellers and Third-Party Marketplaces.**

- i. If Customer acquires a subscription to the Cloud Solution through a third-party reseller ("**Reseller**"), the terms and conditions of this Agreement shall apply to Customer's access to and use of the Cloud Solutions subscribed to under Customer's order forms with Reseller ("**Reseller Order Forms**"). In the event that any provision of this Agreement is deemed to conflict with any agreement between Customer and Reseller with respect to the Cloud Solutions or other subject matter of this Agreement, the applicable provision of this Agreement shall control as between Customer and HRC. The term "Order Form" shall be deemed to include any Reseller Order Forms for which Reseller has entered into a corresponding agreement with HRC to provide a Cloud Solution subscription to Customer. For the avoidance of doubt, the term SOW as used in the Agreement does not include any statements of work or services contemplated under a Reseller Order Form.

- ii. If Customer has acquired a subscription to the Cloud Solution from HRC through a third-party marketplace or exchange (a “**Third-Party Marketplace**”), Customer understands that the terms and conditions of this Agreement and associated Order Form and SOW signed between HRC and Customer shall apply to Customer’s access to and use of the Cloud Solutions and any other HRC services obtained through such Third-Party Marketplace.

2. CLOUD SOLUTIONS

- a. **License to Access and Use.** Subject to the terms and conditions of this Agreement and any applicable Order Form, HRC hereby grants Customer and Customer hereby accepts from HRC, a limited, non-exclusive and non-transferable right and license during the Subscription Term to access and use the Cloud Solutions in accordance with the applicable restrictions and conditions contained in this Agreement and the applicable Order Form. Customer’s right to access and use the Cloud Solution during the Subscription Term shall extend to use by employees, Affiliates, representatives, consultants, contractors or agents of Customer who have been supplied user identifications and passwords by Customer or by HRC on Customer’s behalf to access and use the Cloud Solutions. Users’ access of the Cloud Solutions shall be for the sole benefit of Customer, and Customer is primarily liable for all acts and omissions of such users in connection with their use of the Cloud Solutions.
- b. **ERP Data Extractors.** If any ERP data extractor software (each, an “**ERP Data Extractor**”) is provided by HRC to Customer as part of the implementation of a Cloud Solution, such ERP Data Extractor is provided “As-is” and shall be deemed to be HRC Technology (as defined below). HRC hereby grants Customer and Customer hereby accepts from HRC, a limited, non-exclusive and non-transferable right and license during the Subscription Term to use and modify the ERP Data Extractor solely for purposes of enabling Customer to use the Cloud Solution. Customer will be responsible for the cost, development & maintenance of any custom changes to the ERP Data Extractor to fit any customer-specific needs.
- c. **Customer Data.** Customer owns all data or information that is provided, uploaded or otherwise processed by Customer into or using the Cloud Solution or provided from a Data Source (defined below), as between HRC and Customer (“**Customer Data**”). “**Data Sources**” means those specified sources of data and information accessed by a Cloud Solution on behalf of Customer, including, but not limited to, external internet websites, internal intranet websites, third-party applications (e.g., ERP systems and EDI exchanges), private and public websites, emails, or paper documents. HRC may use Customer Data, including for performing its obligations under this Agreement, developing best practices, benchmarking, data analytics and for machine learning to make improvements to the Cloud Solutions. During the Subscription Term, Customer may export its Customer Data as allowed by functionality within the Cloud Solution, and upon request, HRC will provide such Customer Data to Customer in an industry-standard format supported by HRC.
- d. **Support.** HRC shall provide technical support for each Cloud Solution as provided on **Exhibit A**.
- e. **Customer Responsibilities.** In using each Cloud Solution, Customer is responsible for: taking measures to prevent unauthorized access to Cloud Solutions; promptly notifying HRC of any unauthorized access; and using each Cloud Solution only in accordance and in compliance with the Documentation, the terms of this Agreement, and with all applicable laws. Customer is solely responsible for obtaining all consents and licenses necessary for Customer to provide or upload, or for HRC to process, Customer Data.

3. WARRANTIES

- a. **Cloud Solution Warranty.** HRC warrants to Customer during the Subscription Term that: (i) the Cloud Solution will contain the features and functions contained in the Documentation and will operate in accordance with the technical specifications set forth in the Documentation; and (ii) HRC shall provide technical support in a professional and workmanlike manner in accordance with the terms of this Agreement and all generally accepted technical support practices within the software services industry. HRC does not warrant that (i) the Cloud Solution will satisfy or may be customized to satisfy any of Customer’s requirements or any other particular use to the extent not expressly set forth on an Order Form or SOW or (ii) the use of the Cloud Solution will be uninterrupted or error-free.
- b. **Warranty by Customer.** Customer warrants to HRC that Customer shall not (i) use the Cloud Solution in a manner that violates any applicable laws, (ii) use the Cloud Solution to process, store or transmit (x) infringing, libelous, or otherwise unlawful or tortious material, (y) any material in violation of third-party privacy rights, or (z) unsolicited marketing emails, (iii) use the Cloud Solution to transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, (iv) attempt to gain unauthorized access to the Cloud Solution, (v) interfere with or disrupt the integrity or performance of a Cloud Solution, (vi) disassemble, reverse engineer or decompile a Cloud Solution, (vii) sell, resell, rent, lease or sublicense any Cloud Solution or use it in a service provider capacity or (viii) use a Cloud Solution to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
- c. **DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CLOUD SOLUTION AND OTHER SERVICES HEREUNDER, WHETHER EXPRESSED OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, BY HRC OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN AND DISCLAIMED. WHILE HRC TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE CLOUD SOLUTION, HRC DOES NOT GUARANTEE THAT A CLOUD SOLUTION CANNOT BE COMPROMISED. CUSTOMER UNDERSTANDS THAT A CLOUD SOLUTION MAY NOT BE ERROR FREE AND USE MAY BE INTERRUPTED.**

4. CONFIDENTIALITY, DATA SECURITY, DISASTER RECOVERY AND PROPRIETARY RIGHTS

a. Mutual Confidentiality.

- i. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (the “Discloser”) to the other party (the “Recipient”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (“Confidential Information”). HRC’s Confidential Information includes, without limitation, this Agreement, the Cloud Solution, the Documentation and pricing information.
- ii. **Protection of Confidential Information.** A Recipient must use at least the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) to protect the Confidential Information and, except as permitted under this Agreement, will not disclose or use any Confidential Information of the Discloser for any purpose. The Recipient must make commercially reasonable efforts to limit access to Confidential Information to those of its and its Affiliates’ respective employees, contractors, financial and legal advisors, agents or other representatives (collectively, “Representatives”); provided that such person (i) needs to know such Confidential Information for the purpose of this Agreement and (ii) shall be bound by confidentiality obligations to the Recipient no less protective of the Confidential Information than this Section 4(a). The Recipient shall be responsible for any breach of the applicable terms of this Section 4(a) by its Representatives. This Section 4(a) shall survive termination of this Agreement.
- iii. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose Confidential Information to the extent required by applicable law or court order from a court of competent jurisdiction but will, to the extent legally permitted, provide Discloser with advance written notice and opportunity to seek a protective order at Discloser’s expense.
- iv. **Return or Destruction of Confidential Information.** Upon Discloser’s written request, Recipient will promptly return to the Discloser or destroy all copies of Discloser’s Confidential Information. The obligation to return or destroy Confidential Information shall not apply to computer records and files which have been created pursuant to an automatic electronic archiving, IT back-up, or internal disaster recovery procedures to the extent legally permitted; provided that all such data shall remain subject to the confidentiality obligations hereunder and safeguarded in accordance with the terms of this Agreement.
- v. **Information Sharing with Reseller or Third-Party Marketplaces.** If Customer has acquired a subscription pursuant to a Reseller Order Form or through a Third-Party Marketplace, HRC may disclose information regarding Customer’s Agreement with HRC and use of the Cloud Solution to the applicable Reseller or Third-Party Marketplace for purposes of verifying Customer’s compliance with its terms and obligations to such Reseller or Third-Party Marketplace.

b. Data Security.

- i. **Security Measures.** In order to protect Customer’s Customer Data, HRC will (i) implement and maintain adequate technical and organization measures appropriate to the nature of the Customer Data including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Customer Data; (ii) implement and maintain industry standard systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems, and procedures; (iii) designate an employee or employees to coordinate implementation and maintenance of its security measures; and (iv) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer’s Customer Data that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. Such security measures will conform in all material respects to HRC’s most current SOC 2, Type II audit (SOC 2 Report). Upon Customer’s request, HRC will provide a confidential copy of its SOC 2 Report to Customer or its designee.
- ii. **Notice of Data Breach.** If HRC becomes aware of any breach of HRC’s security leading to the unauthorized access to or destruction, disclosure, acquisition or modification of Customer Data by a third party without the proper authorization and contrary to the terms of this Agreement (a “Data Breach”), HRC will notify the Customer of such Data Breach without undue delay and take all action as may be necessary to preserve forensic evidence and to eliminate the cause of such Data Breach. Subject to HRC’s confidentiality obligations to other customers of HRC, HRC will provide Customer with all information necessary for Customer to fully understand the nature and scope of the Data Breach. Customer may provide notice to any or all parties affected by the Data Breach after consulting with HRC at least 24 hours prior to disclosure of such Data Breach. In such case, HRC will cooperate with Customer in a timely fashion regarding appropriate steps required to notify third parties. HRC will provide Customer with information about what HRC has done or plans to do to minimize any harmful effect or the unauthorized use or disclosure of, or access to, the Customer Data.
- iii. **Data Protection Regulations.** The Data Processing Addendum available at <https://cdn.highradius.com/wp-content/uploads/2023/05/HRC-Online-DPA-2023.05.11.pdf> is incorporated into and forms a part of this Agreement.

- c. **Disaster Recovery Plan.** HRC will keep in place a disaster recovery plan for business continuity and infrastructure redundancy (“**DRP**”) to address any event or circumstance that could materially and adversely affect a Cloud Solution (“**Disaster**”). HRC will provide a copy of the **DRP** to Customer upon request, and periodically update and test the operability of the **DRP**. If a Disaster occurs, HRC will implement the **DRP** and use commercially reasonable efforts to restore the Cloud Solution.
- d. **Proprietary Rights.** Customer shall not acquire, by virtue of this Agreement, any right or license other than as expressly provided herein. HRC retains ownership of all of HRC’s proprietary technology, including, but not limited to, each Cloud Solution and its associated design, software, documentation, processes, algorithms, user interfaces, modifications, improvements, upgrades, derivative works and all other intellectual property rights embodied therein (the “**HRC Technology**”). Customer may not remove or modify any proprietary marking or restrictive legends from the HRC Technology. HRC reserves all rights not expressly granted in this Agreement. If Customer provides feedback or suggestions about the Cloud Solution, then HRC (and those it allows to use its technology) may freely use and exploit such feedback and suggestions without any obligation to Customer. Customer shall promptly notify HRC of any infringement of HRC’s proprietary rights of which it becomes aware.

5. PAYMENT

With respect to any Cloud Solutions or services subscribed to or purchased by Customer directly from HRC:

- a. **Fees.** Customer shall pay all fees due under this Agreement or any Order Form within 30 days of the invoice date (in US\$ or the currency specified in the Order Form), except for any portion of invoices disputed in writing in good faith as being inaccurate. HRC may charge Customer 1.5% monthly late fees for all undisputed invoiced amounts not paid within such 30-day timeframe. No Customer purchase order is required unless specified in an Order Form. All Order Forms are non-cancellable, and fees are non-refundable unless otherwise expressly set forth herein or in the applicable Order Form. Customer may not reduce the contracted subscription capacities during the Subscription Term. HRC accepts payments in the form of wire transfers, ACH (Automated Clearing House) payments and checks, but HRC does not accept credit cards.
- b. **Taxes.** All payments referred to in this Agreement are exclusive of all local, state, and federal taxes, value added tax, withholding tax, sales tax, VAT, GST and any other applicable taxes, duties, excises, or imposts which (with the exception only of those based on HRC’s income) Customer is responsible for and which shall be payable by Customer in accordance with applicable law. If HRC is legally required to pay or collect any taxes for which Customer is responsible hereunder, HRC may invoice and collect such amounts from Customer.

With respect to any Cloud Solutions or services subscribed to or purchased by Customer under a Reseller Order Form or through a Third-Party Marketplace:

- c. **Reseller Order Forms and Third-Party Marketplaces.** Customer shall pay Reseller or Third-Party Marketplace exclusively in accordance with the payment terms agreed between Customer and, as applicable, Reseller or the Third-Party Marketplace. Customer understands and acknowledges that HRC does not have any obligation whatsoever to provide Customer with any refunds, credits or any other payments under this Agreement in connection with a Reseller Order Form or services acquired through a Third-Party Marketplace. Any obligations on the part of Reseller or Third-Party Marketplaces to provide any such refunds, credits or other payments to Customer shall be subject exclusively to the terms and conditions of the agreement(s) between Customer and, as applicable, Reseller or the Third-Party Marketplaces. If a refund to Customer is expressly provided for under this Agreement, HRC shall instead issue such to refund to the applicable Reseller or Third-Party Marketplaces for Customer’s benefit.

6. TERM AND TERMINATION

- a. **Term.** This Agreement continues until all outstanding Order Forms and SOWs have expired or been terminated as provided below.
- b. **Termination for Material Breach.** If either party is in material breach of this Agreement, the other party may terminate this Agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c. **Termination for Insolvency.** This Agreement and all Subscription Terms will terminate automatically if Customer ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up or for any of the foregoing, makes an arrangement for the benefit of its creditors, enters into bankruptcy, moratorium, or any other proceeding that relates to insolvency or protection of creditors’ rights.
- d. **Return of Customer Data.** Upon Customer’s written request within 30 days after termination or expiration of this Agreement, HRC will make Customer Data available to Customer in an industry-standard format supported by HRC. After such 30-day period, HRC has no obligation to maintain the Customer Data. HRC may retain Customer Data solely to the extent required to comply with legal obligations and resolve legal disputes.
- e. **Payment and Return of HRC Property upon Termination.** Upon termination of this Agreement for any reason, all rights granted to Customer hereunder will cease and Customer will promptly (i) cease access to and use of the Cloud Solution and purge all HRC Technology and any related software from all of Customer’s computer systems, storage media and other files, (ii) pay HRC all unpaid, invoiced amounts, and (iii) upon HRC’s reasonable request, certify to HRC in writing that Customer has complied with the foregoing sub-clause (i).

- f. **Service Suspension.** HRC may temporarily suspend Customer's access to a Cloud Solution (i) after giving Customer 10 business days' notice, if Customer is 30 days or more overdue in its payment of any undisputed fees (other than in connection with a Reseller Order Form) or (ii) immediately upon notice to Customer if HRC believes in good faith that, in using the Cloud Solution, Customer has violated any applicable law.
- g. **Termination Relating to Reseller or Third-Party Marketplace.** If Customer has acquired a subscription pursuant to a Reseller Order Form and such Reseller Order Form (or the Reseller's agreement with HRC relating to such Reseller Order Form) is terminated for any reason, HRC may cease providing Customer with access to the Cloud Solutions under such Reseller Order Form unless Customer enters into an Order Form directly with HRC on terms to be mutually agreed. If Customer has acquired HRC services through a Third-Party Marketplace, any termination of Customer's or HRC's respective agreements with the Third-Party Marketplace shall not terminate this Agreement, and the parties' obligations under this Agreement and related Order Forms and SOWs shall continue directly between the two parties without reference to a Third-Party Marketplace and HRC may seek payment directly from Customer.

7. LIABILITY LIMITS

- A. **EXCLUSION OF DAMAGES.** NEITHER PARTY NOR THEIR RESPECTIVE AFFILIATES ARE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION, GOODWILL, PROFITS, AND LOST PROFITS).
- B. **TOTAL LIMIT ON LIABILITY.** EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY OBLIGATIONS, OR A PARTY'S ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM (OR IN THE CASE OF A RESELLER ORDER FORM, THE AMOUNT RECEIVED OR RECEIVABLE BY HRC FROM RESELLER FOR THE APPLICABLE CLOUD SOLUTION) WITHIN THE 12 MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO SUCH LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS FOR FEES OWED UNDER THIS AGREEMENT.
- C. **RELATIONSHIP TO RESELLER OR THIRD-PARTY MARKETPLACES.** CUSTOMER ACKNOWLEDGES AND AGREES THAT HRC IS NOT AFFILIATED WITH ANY RESELLER OR THIRD-PARTY MARKETPLACE AND THAT NEITHER HRC NOR ANY OF ITS AFFILIATES ARE LIABLE FOR ANY ACTIONS OF A RESELLER OR THIRD-PARTY MARKETPLACE OR FOR ANY AGREEMENTS THAT CUSTOMER MAY HAVE WITH A RESELLER OR THIRD-PARTY MARKETPLACE.

8. INDEMNIFICATION

- a. **Indemnity by HRC.** Subject to this Section 8 and Section 7 above, HRC agrees to indemnify, defend and hold harmless Customer against all third-party claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorneys' fees) to the extent such claim alleges that the Cloud Solution (or its underlying technology) infringe or misappropriate an intellectual property right ("IPR").
- b. **Indemnity by Customer.** Subject to this Section 8 and Section 7 above, Customer agrees to indemnify, defend and hold harmless HRC against all third-party claims, damages, losses, liabilities and expenses (including but not limited to reasonable attorneys' fees) arising from the Customer Data except to the extent caused by HRC's use or disclosure of Customer Data in breach of this Agreement.
- c. **Claim Procedure.** The party indemnified under Section 8(a) or 8(b) (the "**Indemnified Party**") shall (i) promptly notify the indemnifying party (the "**Indemnifying Party**") of the claim in writing; provided, that failure to provide prompt written notice shall not limit the rights to indemnification except to the extent that the Indemnifying Party is materially prejudiced by such failure, (ii) allow the Indemnifying Party to solely control the defense, compromise or settlement of such claim; provided that any settlement of a claim shall not include any obligation (financial or otherwise) on, or any admission of liability by, the Indemnified Party without Indemnified Party's prior written consent, and (iii) provide the Indemnifying Party all available information and reasonable assistance and authority to defend, compromise or settle of such claim.
- d. **Mitigation.** If an IPR infringement claim under Section 8(a) appears likely, then HRC may at its sole discretion modify the Cloud Solution, procure the necessary rights, or replace it with an alternative that is functional equivalent in all material respects. If HRC determines that none of these are commercially feasible, then HRC may terminate the applicable Order Form, in whole or in part, and HRC will refund the corresponding portion of any prepaid and unused fees actually paid by Customer for such Cloud Solution in respect of the remaining portion of the current Subscription Term.
- e. **Exclusions.** HRC has no obligation under this Section 8(a) to the extent of any claim arising from: (i) HRC's compliance with Customer's specifications, where there would be no infringement but for these specifications; (ii) a combination of the Cloud Solution with other non-HRC technology or aspects where the infringement would not occur but for the combination;

or (iii) continuing the allegedly infringing activity after receiving written notice of such infringement claim from HRC. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND HRC'S SOLE LIABILITY FOR IPR CLAIMS.

9. OTHER TERMS

a. **Governing Law and Forum.** If HRC (the HighRadius company entering into this Agreement) is:

i. HighRadius Corporation, a corporation incorporated in the state of Delaware, USA:

This Agreement is governed by the laws of the State of Texas (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding shall be exclusively brought in the federal or state courts for Harris County, Texas, and Customer hereby irrevocably submits to such personal jurisdiction and venue. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any claim, suit, action or proceeding relating to this Agreement. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

ii. HighRadius UK Limited, a company incorporated in England and Wales, UK:

This Agreement is governed by the laws of England and Wales (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding shall be exclusively brought in the courts of England and Wales, and Customer hereby irrevocably submits to such personal jurisdiction and venue. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

iii. HighRadius GmbH, a company with limited liability formed under the laws of Germany:

This Agreement is governed by the laws of Germany (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement. Any suit or legal proceeding shall be exclusively brought in the courts of Germany. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

b. **Entire Agreement and Changes.** This Agreement and the Order Forms and SOWs delivered here under constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter including, but not limited to, any requests for proposals or information, sales presentations, shrink-wrap agreements, click-wrap agreements or any subscription agreements which may accompany or are embedded in HRC's products, which may be posted on HRC's website or which have been previously in force between the parties. Neither party is relying on any representation promise or inducement concerning this subject matter, oral or written, not included in this Agreement. No modification of this Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

c. **No Assignment.** Customer shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity, whether by contract, merger or operation of the law, without the express written consent of HRC. Any assignment or delegation in breach of this Section 9(c) shall be void. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

d. **Force Majeure.** Neither HRC nor Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations to the extent timely performance is made illegal, impossible or impracticable as a result of an act of God, act of governmental or other authority, legal constraint, civil or labor disturbance, war, terrorism, catastrophe, epidemic, pandemic, hurricane, earthquake, fire, flood, or electrical, computer, mechanical or telecommunications failure or malfunction, or any other event or cause beyond its reasonable control (each, a "**Force Majeure Event**"). Performance of the affected party's obligations shall be suspended during the pendency of a Force Majeure Event; provided, however, that such affected party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. The party affected by a Force Majeure Event shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

e. **No Additional Terms.** The Cloud Solutions provided by HRC to Customer under this Agreement shall be solely governed by the terms and conditions of this Agreement and any applicable Order Form and SOW. No general terms and conditions of either party referred to in purchase orders, order confirmations or elsewhere shall apply, unless expressly agreed pursuant to a written instrument signed by both parties. Each party acknowledges and agrees that, as a convenience to Customer and solely for Customer's internal accounting procedures, Customer may deliver to HRC a Customer-generated purchase order or other Customer-generated similar ordering document for any transaction contemplated hereunder and that no action by HRC, including HRC's delivery of any Cloud Solution or other service, HRC's acceptance of such Customer-generated purchase order or Customer-generated similar ordering document or HRC's acceptance of payment, shall be deemed to be acceptance of any of the terms or conditions contained in such Customer-generated purchase order or other Customer-generated similar ordering document and such terms and conditions shall be void and of no force or effect, unless accepted by HRC pursuant to a written instrument signed by both parties.

- f. **Order of Precedence.** To the extent any terms or conditions contained in an Order Form or SOW conflict with the terms or conditions contained in this Agreement, the terms and conditions of this Agreement shall take precedence except to the extent such Order Form or SOW, as applicable, expressly references the provision(s) of this Agreement it takes precedence over.
- g. **Survival, CISG and Independent Contractor.** The provision of Sections 2(b), 4(a), 4(c), 5, 6, 7 and 9 and any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive. The UN Convention on Contracts for the International Sale of Goods does not apply. The parties are independent contractors with respect to each other.
- h. **Export Control Laws.** Customer shall not import, export, re-export, or transfer, directly or indirectly, any part of the Cloud Solution or any underlying information or technology except in full compliance with all United States, foreign and other applicable laws and regulations.
- i. **Equitable Relief.** The parties recognize that Sections 4(a), 4(d), and 9(h) are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The parties agree that any breach of such Sections would cause the other party substantial and irreparable damage and therefore, in the event of any such breach, in addition to other remedies which may be available, the non-breaching party shall have the right to seek specific performance and other injunctive and equitable relief in a court of law.
- j. **Logo Usage.** During the term of this Agreement, Customer grants HRC the right to use Customer's name and company logo for the sole purpose of indicating that Customer is an HRC customer in HRC's printed and electronic marketing materials and website. HRC must use the exact digital form of any such logos and must include a trademark attribution notice in the marketing materials in which Customer's name or logo appear giving notice of Customer's ownership of such trademarks. HRC will cease any such usage within 30 days of Customer's written request.
- k. **Severability:** Should any provision of this Agreement be invalid or unenforceable, the remainder shall remain valid and in force. The invalid or unenforceable provision shall be either (a) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been included.
- l. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third-party unless it expressly states that it does.
- m. **Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) receipt, if by email, or (c) delivery, if by courier (with confirmation). All notices to HRC shall be sent to the address set forth below (Attention to: Legal Department) and with a copy to legal@highradius.com (if the notice relates to termination, Customer shall also send a copy to customer_operations@highradius.com). All notices to Customer shall be sent to the contact information provided by Customer in the Order Form or SOW.

The notice address for the HighRadius companies are as follows:

- i. HighRadius Corporation, a corporation incorporated in the state of Delaware, USA:
200 Westlake Park Blvd., Suite 800, Houston, Texas 77079, USA
 - ii. HighRadius UK Limited, a company incorporated in England and Wales, UK:
c/o Richard Place Dobson at Ground Floor 1/7 Station Road, Crawley, West Sussex, RH10 1HT, United Kingdom
 - iii. HighRadius GmbH, a company with limited liability formed under the laws of Germany:
Wiesenhüttenstrasse 11, 60329, Frankfurt am Main, Germany
- n. **Electronic Signature; Counterparts.** Order Forms and SOWs may be executed in any number of counterparts and/or by electronic means, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the parties, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Delivery of such documents by electronic means shall have the same effect as physical delivery of the paper document bearing the original signature.

EXHIBIT A
SUPPORT AND SERVICE LEVEL AGREEMENT

1. Support

1.1 Scope. HRC will provide support to Customer for any defects in the software or infrastructure that prevent the Cloud Solution from operating in accordance with the Documentation (a “**Defect**”). Below is a list of Defect categories, definitions, and illustrative examples.

CATEGORY	DEFINITION
Product Defect	An issue, error, or bug in the HighRadius product. For example, the data was not correctly displayed when a user clicked on a payment report. A code change in the HighRadius product was required to correct this.
Infrastructure Defect	Disruption in business flow due to hardware issues like memory, storage, or server problems. For example, a few users were not able to perform daily activities because the HighRadius product was slow. To resolve this, an increase in HighRadius server capabilities was needed.
Operations Defect	Unable to perform day-to-day operations because of a HighRadius, client, or third-party operational failure. This typically happens when data is not transferred within the scheduled time or in the correct format. For example, an Accounts Receivable (A/R) extract was supposed to be received by 9 PM. But, it was not received until the following day. As a result, the users could not work with the latest Accounts Receivable data.
Service Disruption	A Defect that results in most users being unable to access the HighRadius product and/or service. For example, multiple end-users were not able to access or log into the HighRadius products.

1.2 Support Tickets. Customer’s authorized contacts may submit support tickets (“**Tickets**”) through an online portal - 7 days a week / 24 hours a day. Customer will designate a limited number of authorized contacts to be the point of contact for submitting Tickets and communicating with HRC to resolve Tickets.

1.3 Severity Levels. The severity level of a Defect reported in a Ticket will be determined based on mutual agreement between HRC and Customer’s authorized contact in accordance with the table below:

Severity 1 (Critical)	Cloud Solution is stopped or so severely impacted that Customer cannot reasonably continue to work within the Cloud Solution
Severity 2 (High)	The issue is a high-impact business condition where the Customer experiences a major degradation in the Cloud Solution.
Severity 3 (Medium)	Customer experiences a minor loss of the Cloud Solution.
Severity 4 (Low)	A reported anomaly in the Cloud Solution which does not substantially restrict the use of one or more features to perform necessary business functions

1.4 Service Levels. The following service levels apply to Defects:

SERVICE LEVELS <i>(Note 1)</i>	SEVERITY LEVEL			
	1 (CRITICAL)	2 (HIGH)	3 (MEDIUM)	4 (LOW)
Response Times	30 minutes	1 hour	1 business day	2 business days
Resolution Times	1 business day	5 business days	10 business days	To be determined on a case-by-case basis

Note 1 –

- “**Response Time**” means the elapsed time beginning when a Ticket is submitted to the time HighRadius support first responds.
- “**Resolution Time**” means the elapsed time beginning when a Ticket is submitted to when a resolution is provided. A resolution can be a workaround, an infrastructure change, a code fix in the product or a product release timeline.

EXHIBIT B
IMPLEMENTATION AND CUSTOMIZATION SERVICES TERMS

The following terms apply to each SOW executed under this Agreement:

1. Expenses. Customer will reimburse HRC for reasonable travel expenses incurred in connection with its performance under a SOW. In connection with any invoice for expense reimbursement, HRC will provide copies of receipts and other documents reasonably necessary to verify the amount and nature of any such expenses.

2. Deliverable Acceptance.

The following procedures will govern Customer's acceptance of the deliverables provided by HRC pursuant to an SOW (each a "**Deliverable**" and collectively the "**Deliverables**").

- 2.1** Customer will have 5 business days (the "**Acceptance Period**"), following the date of the initial delivery of a completed Deliverable, to verify that such Deliverable materially conforms to specifications set forth in the design document(s).
- 2.2** By the end of the Acceptance Period, Customer will notify HRC in writing of any material non-conformities that cause rejection of the Deliverables. HRC will then have 10 business days (the "**Cure Period**") to correct all nonconformities. Upon receipt of HRC's corrections, Customer will then have 5 more business days to retest the Deliverables to determine if such nonconformities have been corrected.
- 2.3** The process of acceptance testing by Customer, correction by HRC and re-testing by Customer will continue until the earlier of (i) acceptance of the Deliverables by Customer or (ii) termination of this SOW by Customer; provided, however, that HRC will be entitled to not less than 2 opportunities to correct non-conformities in a Deliverable and submit such Deliverable for re-testing by Customer before Customer may terminate the SOW due to such continued non-conformity.
- 2.4** Customer will notify HRC in writing of its acceptance. In the event that any Acceptance Period or the Cure Period expires without Customer notifying HRC of its rejection of a Deliverable, such Deliverable will be deemed accepted.

3. Implementation Services Warranty.

HRC warrants that, for a period of 30 days from the Go-Live of any setup, configuration or implementation services under a SOW (the "**Implementation Service**"), it has performed such Implementation Service in accordance with the SOW and generally accepted practices within the software services industry. Customer must notify HRC of any breach of this warranty within the 30-day warranty period of the applicable Implementation Service. For purposes of the foregoing, "Go-Live" means the date on which the applicable Cloud Solution or functionality first becomes available for production use by Customer. AS CUSTOMER'S EXCLUSIVE REMEDY AND HRC'S ENTIRE LIABILITY UNDER THIS IMPLEMENTATION SERVICES WARRANTY, HRC WILL RE-PERFORM ANY NON-CONFORMING PORTION OF THE IMPLEMENTATION SERVICES WITHIN A COMMERCIALY REASONABLE PERIOD OF TIME, OR IF HRC CANNOT REMEDY THE BREACH, THEN REFUND THE PORTION OF THE FEE UNDER THE SOW ATTRIBUTABLE TO SUCH NON-CONFORMING PORTION OF THE IMPLEMENTATION SERVICES.

4. Project Management.

4.1 Change Management. A "**Change**" is defined as any revision, adjustment, or change to Deliverables or time schedules which (i) requires use of additional resources, (ii) changes the dates of any milestone, (iii) changes the estimated effort or costs, (iv) expands the scope of those requirements mutually agreed-to in the design document(s), or v) the Project Managers agree are "material." All Changes must go through the Change Control Process below.

4.2 Change Control Process guidelines.

- (i) Project Managers will submit any requests for a Change ("**Change Requests**") in writing.
- (ii) Any HRC-generated Change Request will include a description of cost, functionality and schedule impacts. Upon receipt of a Customer-generated Change Request, HRC will notify Customer in writing of any cost, functionality and schedule impacts within three (3) business days.
- (iii) If HRC and Customer agree to the Change Request, the parties will enter into a mutually executed "Change Order" that identifies the Change, modifications to the Project Plan required, any cost or schedule impacts, and such other terms on which the parties mutually agree.
- (iv) No Change Order will be effective unless and until it has been signed by authorized HRC and Customer personnel.
- (v) If the parties do not agree on a Change Request, either party may escalate the matter in accordance with the Escalation Process below.

4.3 Escalation Process. For any issue that is not initially resolved within 24 business hours by the respective Project Managers, these issues will be submitted for resolution to their senior managers to whom they directly report. For any issue that is not addressed within 8 business hours after being submitted for resolution to the senior managers, these issues will be submitted

for resolution to HRC and Customer's next higher level of senior management, together with any Customer resources that are mutually deemed to be necessary for resolution of the applicable issue.

5. Project Delays.

5.1 If HRC is delayed in its provision of services under an SOW, due to any of the following reasons, then all deadlines and milestones will be extended by a reasonable period of time to address such delay and Customer will pay all additional costs associated with such delay: (i) Customer's variance from the scope of work or specifications set forth in this SOW or the Design Document(s), or (ii) Customer's delay (or its vendors or contractors other than HRC) in performing its obligations under an Order.

5.2 If Customer puts a project on hold, directly or indirectly, HRC may reassign resources allocated to the project. Customer may issue a written request to HRC to restart the project and must pay HRC a \$5,000 reinstatement fee. Upon such reinstatement, HRC may assign available resources, even if these are not the original personnel on the project. A project is deemed to be "on hold" if (a) Customer requests such hold, or (b) through no fault of HRC, the project is delayed for 2 or more weeks.

5.3 If HRC has failed to meet a milestone, and such failure is not due to any delay primarily caused by Customer, then at no additional cost or expense to Customer, HRC will accelerate performance and/or address the issue as may be required or necessary to minimize the impact on the original Project schedule.