SLOPE ORIGIN SOFTWARE TERMS OF SERVICE

VERSION DATE: November 1, 2025

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

IF YOU ARE USING THE SERVICE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH PERSONNEL.

AGREEMENT

This Slope Origin Software Terms of Service (this "**Agreement**") is entered into between Slope (as defined below) and the entity or person placing an order for or accessing the Service ("**Customer**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any attachments, addenda or exhibits referenced in this Agreement, and any Order Forms (as defined below) that reference this Agreement.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Customer's initial access to the Service (as defined below) through any online provisioning, registration or order process or (b) the effective date of the first Order Form, as applicable, referencing this Agreement. This Agreement will govern Customer's initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement.

Modifications to this Agreement: From time to time, Slope may modify this Agreement. Unless otherwise specified by Slope in writing, changes become effective for Customer upon renewal of the then-current Subscription Term (as defined below) or entry into a new Order Form after the updated version of this Agreement goes into effect. Slope will use reasonable efforts to notify Customer of the changes through communications via Customer's Account (as defined below), email or other reasonable means. Customer may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or entering into a new Order Form, and in any event continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

1. USE OF SERVICE

1.1. **Service Provision and Access.** Slope will make the Service available to Customer for the Subscription Term solely for use by Customer and its Users in accordance with the terms and conditions of this Agreement, the Documentation, and each Order Form which may be in effect from time to time. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service by each such Contractor or Affiliate is solely for the benefit of Customer or such Affiliate. Customer shall be responsible for each User's compliance with this Agreement.

1.2. **Affiliates.** Customer Affiliates may purchase services from Slope by executing an Order Form which is governed by the terms of this Agreement. This will establish a separate agreement between the Customer Affiliate and Slope that is binding on Slope and such Affiliate in accordance with such Order Form and the terms of this Agreement. If the Customer Affiliate resides in a different country than Customer, then the Order Form may include modifications to the terms applicable to the transaction(s) (including but not limited to tax terms and governing law).

1.3. **General Restrictions.** The Customer shall not copy or use the Service (including the Documentation) or disseminate Confidential Information, as defined below, to any third party, except as expressly permitted in this Agreement. The Customer will not, and will not permit any third party to, sublicense, sell, resell, rent, display, copy, modify, create derivative works of, translate, reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form the Service (or any portion thereof), non-public API or accompanying Documentation. In no event shall the Customer use the Service for the Customer's own product development. The Customer will not, and will not permit any third party to, use the Service in violation of the Acceptable Use Policy.

2. CUSTOMER DATA

2.1. **Rights in Customer Data**. As between the parties, Customer or its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data and any modifications made thereto in the course of the operation of the Service. Subject to the terms of this Agreement, Customer hereby grants to Slope and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Customer Data solely to the extent

necessary to provide the Service to Customer or as may be required by law.

2.2. Use Obligations.

(a) **In General.** Customer's use of the Service and all Customer Data shall comply with applicable laws and government regulations. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer warrants that Customer has and will have sufficient rights in the Customer Data to grant the rights to Slope under this Agreement and that the Customer Data will not violate the rights of any third party.

(b) **HIPAA Data.** Customer agrees not to upload to the Service any HIPAA Data unless Customer has entered into BAA with Slope. Unless a BAA is in place, Slope will have no liability under this Agreement for HIPAA Data, notwithstanding anything to the contrary in this Agreement or under HIPAA or any similar federal or state laws, rules or regulations. If Customer is permitted to submit HIPAA Data through the Service, then Customer may submit HIPAA Data to Slope and/or the Service only by uploading it as Customer Data. Upon mutual execution of the BAA, the BAA is incorporated by reference into this Agreement.

2.3. **No Assessment.** Slope shall have no obligation to review or assess the contents of Customer Data to identify information subject to any specific legal requirements. Customer is responsible for reviewing the information made available by Slope relating to data security and making an independent determination as to whether the Service meets Customer's requirements and legal obligations under Data Protection Laws.

2.4. **Return or Deletion of Data.** Customer may retrieve or delete all Customer Data upon expiration of termination of this Agreement as set forth in this Agreement. Subject to Section 7.3 (Effect of Termination; Customer Data Retrieval), any Customer Data not deleted by Customer shall be deleted by Slope promptly upon the later of (i) expiration or termination of this Agreement and (ii) expiration of any post-termination "retrieval period" set forth in this Agreement.

3. **SECURITY.** The parties shall comply with the terms and conditions of the Security Policy. Notwithstanding the foregoing, Slope disclaims any warranties as to the accuracy of any Customer Data saved and retained by Slope. The Customer is responsible for

verifying the accuracy of the Customer Data inputted into the Service by the Customer.

4. INTELLECTUAL PROPERTY

4.1.   **Slope Technology**. Customer agrees that Slope or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the following (collectively, "**Slope Technology**"): the Service, all Documentation, any Deliverables (as defined in the TSA), and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated into any of the foregoing. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Slope Technology is granted to Customer. Further, Customer acknowledges that the Service is offered as an online, hosted solution, and that, unless Slope otherwise agrees in writing in a separate Escrow Agreement, Customer has no right to obtain a copy of the underlying computer code for the Service. Notwithstanding anything to the contrary herein, Slope may freely use and incorporate into Slope's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any users of the Service relating to the Slope Technology or Slope's other products or services ("**Feedback**").

4.2.   **Usage Data**. Notwithstanding anything to the contrary in this Agreement, Slope may collect and use Usage Data to develop, improve, support, and operate its products and services. Slope may not share any Usage Data that includes Customer's Confidential Information with a third party except (i) in accordance with Section 5 (Confidentiality) of this Agreement, or (ii) to the extent the Usage Data is aggregated and anonymized such that Customer and Customer's Users cannot be identified. The Customer shall not publish or disclose to any third party any Usage Data relating to the Service without the prior written consent of Slope.

4.3.   **Marketing**. Slope may use and display Customer's name, logo, trademarks, and service marks on Slope's website and in Slope's marketing materials in connection with identifying Customer as a customer of Slope and user of the Service. Upon Customer's written request, Slope will promptly remove any such marks from Slope's website and, to the extent commercially feasible, Slope's marketing materials. If Slope requests, Customer agrees to use reasonable efforts to participate in a case study, press release and/or cooperate with Slope in speaking to the media, and to speak at a future Slope event.

5.   **CONFIDENTIALITY.** Each party (as "**Receiving Party**") will use at least the same degree of care that is uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, nothing herein shall preclude disclosure of Confidential Information as is required by a valid court order or pursuant to any reporting requirement of a government agency, except that the Receiving Party shall first give reasonably advance notice to the Disclosing Party upon becoming aware of the requirement to so disclose, to afford the Disclosing Party the opportunity to seek protective measures deemed appropriate by the Disclosing Party (and as to which the Receiving Party shall provide reasonable cooperation).

6. FEES AND PAYMENT

6.1.   **Fees and Payment; Fee Increases.** All Fees and payment terms are as set forth in the applicable Order Form. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. If Customer issues a purchase order upon entering into an Order Form, then: (i) any such purchase order submitted by Customer is for its internal purposes only, and Slope rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such

additional or conflicting terms will have no effect, (ii) it shall be without limitation to Slope's right to collect Fees owing hereunder, (iii) it shall be for the total Fees owing under the applicable Order Form, and (iv) on request, Slope will use reasonable efforts to reference the purchase order number on its invoices (solely for administrative convenience), so long as Customer provides the purchase order at least ten (10) business days prior to the invoice date. Payments shall be made by ACH or credit card. If Customer makes payment by credit card, a five percent (5%) service charge will be applied. Any late payments shall be subject to a service charge equal to one and one-half percent (1.5%) per month of the amount due or the maximum amount allowed by law, whichever is less. Further, notwithstanding anything to the contrary contained herein, including without limitation the applicable Fee Schedule and Invoice Schedule in any Order Form and Section 13.6 below, Slope may change pricing for the next monthly period of the Term upon ninety (90) days' written notice and Customer's continued use of the Services after such notice period of a pricing change shall be deemed acceptance of such pricing for the subsequent monthly periods of the Term.

6.2.   **Taxes.** Customer shall pay all applicable sales, use and value- added taxes (except for taxes imposed on Slope's net income) with respect to this Agreement or Customer's use of the Service. All payments under this Agreement shall be made free and clear of (and without deduction for) any withholding or other Taxes levied by any jurisdiction on payments to be made pursuant to this Agreement that applicable law requires Customer to withhold.

6.3.   **Payment Disputes.** So long as such period of non-payment is not longer than 30 days, Slope will not exercise its rights under Section 7.2 (Termination for Cause) or Section 7.5(a) (Suspension of Service) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the parties are unable to resolve such dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

7. TERM AND TERMINATION

7.1.   **Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no Order Form or Retrieval Right currently in effect, either party may terminate this Agreement with immediate effect upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

7.2.   **Termination For Cause.** Slope may terminate this Agreement if Customer is more than thirty (30) days past due on payment of Fees hereunder. In addition, either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any other material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within sixty (60) days. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any valid termination of this Agreement by Customer for cause in according with Section 7.2(a), Customer shall be entitled to a refund of any unearned Fees Customer has pre-paid for Service purchased hereunder for periods after the date of such termination.

7.3.   **Effect of Termination; Customer Data Retrieval.** Upon written notice to Slope and provided that the reason for termination is not due to Customer's past due payment or other material breach, Customer will have up to thirty (30) days from termination or expiration of this Agreement to access the Service solely to the limited extent necessary for Customer to complete the retrieval of its Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Slope shall have no further obligation to make Customer Data

available after termination of this Agreement and shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer will have no further access to Customer Data and shall cease use of and access to the Service (including any related Slope Technology) and delete all copies of Documentation, any Service passwords or access codes, and any other Slope Confidential Information in its possession.

7.4. **Survival.** The following Sections will survive any expiration or termination of this Agreement: 1.3 (General Restrictions), 4 (Intellectual Property), 5 (Confidentiality), 6.1 (Fees and Payment), 6.2 (Taxes), 7 (Term and Termination), 11 (Indemnification), 12 (Limitation of Liability), 13 (General Terms), and 14 (Definitions).

7.5. **Suspension of Service.** In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Slope reserves the right to suspend provision of services; (a) if Customer is thirty (30) days or more overdue on a payment, (b) if Slope deems such suspension necessary as a result of Customer's breach of Sections 1.3 (General Restrictions) or 2.2 (Use Obligations), (c) if Slope reasonably determines suspension is necessary to avoid material harm to Slope or its other customers, including if the Service is experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of Slope's control, or (d) as required by law or at the request of governmental entities.

8. WARRANTY

8.1. **Limited Warranty.** Slope warrants that the Service will perform in substantial accordance with the then-current Documentation during the Subscription Term (the "**Warranty Period**"). If during the Warranty Period, the Service does not perform as warranted herein, Slope shall, at its option, remedy the reported breach of warranty in accordance with the applicable terms and conditions of the Service Level Policy, or refund Customer for all Fees paid by Customer to Slope which are attributable to the period during which the Service was unusable. NOTWITHSTANDING THE FOREGOING OR ANY TERMS SET FORTH IN THE SERVICE LEVEL POLICY, THE TOTAL LIABILITY OF SLOPE ARISING OUT OF OR RELATED TO THE WARRANTY SET FORTH HEREIN AND THE SERVICE LEVEL POLICY SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO SLOPE WHICH ARE ATTRIBUTABLE TO THE PERIOD DURING WHICH THE SERVICE WAS UNUSABLE. THE FOREGOING ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF OR NONCOMPLIANCE WITH THE FOREGOING WARRANTY AND/OR THE SERVICE LEVEL POLICY. THE WARRANTY SET FORTH HEREIN IS MADE TO AND FOR THE BENEFIT OF THE CUSTOMER ONLY. The warranty set forth herein will only apply if (i) the Service has been used at all times and in accordance with the instructions for use set forth in the Documentation; and (ii) no modification, alternation and/or addition has been made to the Service by persons other than Slope.

8.2. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 8.1 OF THIS AGREEMENT AND THE SERVICE LEVEL POLICY, THE SERVICE IS PROVIDED "AS IS" AND SLOPE AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER OR NOT EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SLOPE DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR OPEN SOURCE SOFTWARE. SLOPE MAKES NO REPRESENTATION AND/OR WARRANTY WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY SOFTWARE INCORPORATED INTO THE SERVICE.

9. **SUPPORT.** During a Subscription Term for Slope Origin Services, Slope will make available what is commonly referred to as Level 1 helpdesk support to answer basic non-repetitive user questions about the Services. Additional support services may be obtained through an additional Order Form for such support services.

10. **TECHNICAL SERVICES.** Slope may perform certain Technical Services for Customer as set forth in an applicable TSA with Customer, if any, and the terms and conditions thereof and this Agreement.

11. INDEMNIFICATION

11.1. **Indemnification by Slope.** Slope agrees to indemnify and hold harmless the Customer, its affiliates, officers, directors, employees and agents for any claims, lawsuits, proceedings, costs, reasonable attorneys' fees, damages or other losses resulting from any action by a third party (i) that the Customer's use of the Service or Deliverables in the form originally provided by Slope and otherwise in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, or (ii) to the extent such losses arise out of or result from, or are alleged to arise out of or result from (1) any breach by Slope of its representations, warranties, covenants, or obligations under this Agreement or (2) the negligence or more culpable act or omission of Slope, or any third party on behalf of Slope in connection with this Agreement.

11.2. **Indemnification by Customer.** The Customer agrees to indemnify and hold harmless Slope, its affiliates, officers, directors, employees and agents for any claims, lawsuits, proceedings, costs, reasonable attorneys' fees, damages or other losses resulting from any action by a third party to the extent such losses arise from (i) any breach by the Customer of its representations, warranties, covenants, or obligations under this Agreement or (ii) the negligence or more culpable act or omission of the Customer, or any third party on behalf of the Customer in connection with this Agreement.

11.3. **Indemnification Procedures.** In the event of a potential indemnity obligation under this Section 11, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary and reasonable cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 11 shall not relieve the indemnifying party of its obligations under this Section 11, however the indemnifying party shall not be liable for any expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials), or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 11 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

12. **LIMITATION OF LIABILITY.** EXCEPT AS TO "EXCLUDED CLAIMS", TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(A) IN NO EVENT SHALL EITHER PARTY HAVE LIABILITY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER DAMAGES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(B) THE TOTAL AGGREGATE LIABILITY OF SLOPE ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO SLOPE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE APPLICABLE CLAIM AROSE.

(C) THE MONETARY CAP SET FORTH IN THIS SECTION 12 SHALL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL RELATED ORDER FORMS ON AN AGGREGATED

BASIS.

13. GENERAL TERMS

13.1. **Assignment.** Neither party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor; and Slope may assign this Agreement in its entirety to any Affiliate. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding under the parties and their respective successors and permitted ssigns. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

13.2. **Compliance with Laws.** The Customer shall be responsible for its use of the Service in compliance with applicable legal requirements, including, without limitation, those legal requirements that relate to the handling and processing of information (such as personally identifiable information of individuals).

13.3. **Notice.** Any notice, request, consent, claim, demand, waiver or other communication under this Agreement will have legal effect only if in writing at the addresses set forth in this Agreement or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee: (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch; (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (iv) if given by email, immediately upon receipt. Email notifications to Slope shall be to legal@slopesoftware.com.

13.4. **Governing Law; Jurisdiction.** This Agreement, and all disputes arising out of related thereto, shall be governed by and construed under the laws of the State of Georgia without reference to conflict of laws principles. All such disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in Atlanta, Georgia, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

13.5. **Equitable Remedies.** The Customer acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 1.4 (General Restrictions), Section 4 (Intellectual Property), and Section 5 (Confidentiality) of this Agreement would cause Slope irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Slope would be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.6. **Entire Agreement; Modification; Waiver.** This Agreement, the Acceptable Use Policy, the User License Schedule, the Runtime Usage Schedule or Compute Unit Usage Schedule (as applicable), the Security Policy, the Service Level Policy, the TSA and Order Forms entered into hereunder with the Customer, constitutes the entire agreement between the parties relating to the subject matter hereof and all other terms are rejected. In the event of any conflict between the terms and conditions of such documents, this Agreement shall control; provided, however that in the event of any conflict between the terms and conditions of this Agreement and any Order Form, such Order Form shall control. No waiver or modification of this Agreement shall be valid unless in writing signed by each party. The waiver of any term hereof shall in no way be construed as a waiver or any term or any breach hereof.

13.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

13.8. **Headings.** The headings and captions contained in this Agreement are for convenience and shall not control or affect the meaning or construction of any provision hereof.

13.9. **Counterparts.** This Agreement may be executed in counterparts (and by electronic means, including such as by exchange of signatures by PDF), each of which will be deemed an original and all of which together will be considered one and the same agreement.

13.10. **Force Majeure.** Neither party will be liable to the other party for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

13.11. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

13.12. **Dispute Resolution.** Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to: (i) claims subject to indemnification under Section 11 (Indemnification), (ii) a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information, or (iii) a party seeking any other equitable remedy.

14. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to such terms in this Agreement. Unless otherwise defined in this Agreement, the following terms shall have the following meanings:

"Acceptable Use Policy" means Slope's acceptable use policy made available from time to time at https://www.slopesoftware.com/legal/.

"Account" means Customer's account in the applicable Service in which Customer stores and processes Customers Data.

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"BAA" means a business associate agreement governing the parties' respective obligations with respect to any HIPAA Data uploaded by Customer to the Service in accordance with the terms of this Agreement.

"Billable Scenario" means i) a single scenario within a projection that completes with data and contains more than one hundred (100) model points in the result set or ii) a scenario within a projection that completes with data and contains more than ten (10) completed scenarios, regardless of the number of model points in each scenario.

"Confidential Information" means all trade secrets, know-how, inventions, techniques, processes, algorithms, software programs, hardware, schematics, planned product features, functionality, methodology, performance and software source documents relating to the Service, and other information provided by the Disclosing Party

to the Receiving Party, whether disclosed orally, in writing, or by examination or inspection, other than information which the Receiving Party can demonstrate (a) was already known by the Receiving Party, without any obligation of confidentiality, at the time of disclosure; (b) was generally available in the public domain at the time of disclosure to the Receiving Party; (c) was subsequently lawfully disclosed to the Receiving Party by a third party without any obligation of confidentiality; or (d) was independently developed by the Receiving Party without use of or reference to any information or materials disclosed by the Disclosing Party or its suppliers. All Customer Data will be deemed Confidential Information of Customer without any marking or further designation. All Slope Technology will be deemed Confidential Information of Slope without any marking or further designation.

"**Contractor**" means the independent contractors and consultants permitted by Customer to serve as Users of the Service.

Customer Data" means any data or data files of any type that are uploaded by or on behalf of Customer to the Service for storage in a data repository. It also includes any data or data files produced by the Service with the exception of Usage Data and any Slope Confidential Information.

"**Compute Unit Usage Schedule**" means the Slope Compute Unit Usage Schedule made available from time to time at https://www.slopesoftware.com/legal/.

"**Deliverables**" means the guides, code (including SQL queries) or other deliverables that Slope provides to Customer in connection with Technical Services. For clarity, Slope may use compilers, assemblers, interpreters and similar tools to develop Deliverables. The term "Deliverables" does not include such tools.

"**Disclosing Party**" is defined in Section 5 (Confidential Information).

"**Documentation**" means Slope's technical documentation and usage guides for the applicable Service made available at https://support.slopesoftware.com or through the Service.

"**Escrow Agreement**" means a source code escrow agreement executed from time to time between Slope and an independent third-party escrow agent which holds Slope's underlying computer code and technical documentation in escrow with Customer as a named beneficiary.

"**Excluded Claims**" means (a) a party's breach of its obligations in Section 5 (Confidential Information) (but excluding obligations and/or claims relating to Customer Data); (b) either party's express obligations under Section 11 (Indemnification); and (c) liability which, by law, cannot be limited.

"**Feedback**" is defined in Section 4.1 (Slope Technology).

"**Fees**" means the fees payable by Customer for the applicable Service or Technical Services, as set forth in an Order Form. For Technical Services, the term Fees also includes travel, lodging, meal and other expenses incurred in the course of providing Technical Services.

"**HIPAA**" means the Health Insurance Portability and Accountability Act, as amended and supplemented.

"**HIPAA Data**" means any patient, medical or other protected health information regulated by HIPAA or any similar federal or state laws, rules or regulations.

"**Order Form**" means the Slope ordering document executed by both Customer and Slope which specifies the services being provided by Slope and that is governed by this Agreement.

"**Receiving Part**y" is defined in Section 5 (Confidentiality).

"**Retrieval Right**" is defined in Section 7.3 (Effect of Termination; Customer Data Retrieval).

"**Runtime Usage Schedule**" means the Slope Runtime Usage Schedule made available from time to time at

https://www.slopesoftware.com/legal/.

"**Security Policy**" means the Slope Security Policy made available from time to time at https://www.slopesoftware.com/legal/.

"**Service**" means a Slope software-as-a-service offering made generally available and ordered by Customer as set forth in an Order Form, including but not limited to certain User Licenses as described in the User License Schedule.

"**Service Level Policy**" means the Slope Service Level Policy made available from time to time at https://www.slopesoftware.com/legal/; provided that the ninety (90) day period stated in Section 3 of such Policy for Customer notification of service level failures shall be reduced to thirty (30) days for Slope Origin subscriptions.

"**Slope**" means Slope Software, Inc., a Delaware corporation (or its Affiliate that executes an Order Form that is governed by this Agreement).

"**Slope Technology**" is defined in Section 4.1 (Slope Technology).

"**Subscription Term**" means the set term designated on an Order Form, which subscription term for Slope Origin is on a calendar month-to-month (with proration for any partial initial month of a Slope Origin subscription).

"**Taxes**" means taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Slope.

"**Technical Services**" shall mean the consulting, configuration or other professional services provided by Slope to Customer under an Order Form.

"**Third Party Applications**" means separate services or applications (and other consulting services related thereto), procured by Customer from a party other than Slope that can be used in connection with the Service.

"**TSA**" means the Technical Services Addendum made available from time to time at https://www.slopesoftware.com/legal/.

"**Usage Data**" means query logs, and any data (other than Customer Data) relating to the operation, support and/or about Customer's use of the Service.

"**User**" means the persons designated and granted access to the Service by or on behalf of Customer, including its and its Affiliates' Contractors.

"**User License Schedule**" means the Slope User License Schedule made available from time to time at https://www.slopesoftware.com/legal/.

"**Update**" means a modification, error correction, bug fix, or other update directly to or for the Service.