These Subscription Service Terms (these "Subscription Terms") govern each order form for Innovit's multi-tenant, cloud-hosted master data management systems that (1) is entered into by INNOVIT INC., a California corporation with offices at 1900 South Norfolk Street, Level 3, San Mateo, California ("**Innovit**"), and the entity purchasing such services ("Customer"), and (2) refers to these Subscription Terms (such order form, the "Product Schedule"). Innovit and Customer are each referred to in these Subscription Terms as a "**Party**."

These Subscription Terms and the Product Schedule (collectively, this "Agreement") constitute a legally binding agreement between Innovit and Customer.

AGREEMENT

1   DEFINITIONS

1.1   "**Affiliate**" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by or is under common control with, such Party. For the purposes of this paragraph, "**control**" of an entity means possession, directly or indirectly, of more than fifty percent (50%) of the stock or equity of such entity entitled to vote in the election of directors (or, if such entity is not a corporation, for the election of the corresponding managing authority).

1.2   "**Authorized User**" means an Eligible User who is authorized by Customer to use the Cloud-Hosted Solution.

1.3   "**Cloud-Hosted Solution**" means, collectively, the multi-tenant master data management systems listed in the Product Schedule, which are hosted on the public cloud.

1.4   "**Documentation**" means Innovit's standard end-user documentation for the Cloud-Hosted Solution and any updates thereto that may be provided by Innovit to Customer.

1.5   "**Effective Date**" means the Effective Date specified in the Product Schedule.

1.6   "**Eligible Users**" means (a) employees of Customer and its Affiliates, (b) individual contractors of Customer and its Affiliates (i.e., contractors that are engaged by Customer and its Affiliates in their capacity as individuals), and (c) employees of Customer Contractors. "**Customer Contractor**" means a third party engaged by Customer that (a) has agreed in writing with Customer to comply with industry-standard confidentiality provisions and all of the terms and conditions of this Agreement relating to the use of the Cloud-Hosted Solution to the same extent that such terms and conditions apply to Customer and (b) is not a competitor of Innovit.

2   PROVISION OF CLOUD-HOSTED SOLUTION

2.1   Subscription Period. During the Subscription Period, Innovit will make the Cloud-Hosted Solution available to Customer, subject to any usage parameters specified in the Product Schedule, and will provide to Customer the support services described in Exhibit A ("**Support Services**").

  (a) "**Subscription Period**" means (i) the twelve (12) month period commencing on the Effective Date, or such other period as may be specified in the Product Schedule ("**Initial Subscription Period**") and (ii) consecutive twelve (12) month periods thereafter (each a "**Renewal Subscription Period**"), provided that if either Party provides written notice of non-renewal to the other Party at least sixty (60) days

prior to the start of any Renewal Subscription Period, the Subscription Period will end immediately prior to the start of such Renewal Subscription Period.

2.2 <u>License</u>. Subject to the terms and conditions of this Agreement, Innovit hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to do the following during the Subscription Period: (a) permit Authorized Users to access and use the Cloud-Hosted Solution solely for the internal business purposes of Customer and Customer Affiliates, subject to any usage parameters specified in the Product Schedule; and (b) make a reasonable number of copies of the Documentation, and permit Authorized Users to use such copies in connection with their permitted use of the Cloud-Hosted Solution.

2.3 <u>Service Levels</u>. Innovit will use a reputable services provider (the "**Provider**") to host the Cloud-Hosted Solution. Innovit will maintain a service level agreement with the Provider as specified in <u>Exhibit B</u>.

2.4 <u>Data Security</u>. Innovit will implement and maintain an industry-standard information security program with administrative, physical, and technical safeguards designed to protect the integrity of the data processed and stored on the Cloud-Hosted Solution.

2.5 <u>Suspension</u>. Without limiting any other rights or remedies that Innovit may have, Innovit may suspend access to the Cloud-Hosted Solution, in whole or in part, without liability: (a) in the event of any breach of security, denial of service attack, flood ping or other malicious act by a third party; (b) if Innovit believes in good faith that use of the Cloud-Hosted Solution by Customer or any Authorized User presents a material security risk or will interfere materially with the proper continued operation of the Innovit's data center or network; (c) if Customer or any Authorized User commits a breach of Section 4 or 5; or (d) pursuant to an order from a court or governmental entity.

3 USER ACCOUNTS

3.1 <u>Creation</u>. Customer may create (and Innovit may create for Customer) user accounts on the Cloud-Hosted Solution ("**User Accounts**"), provided that Customer will not create or request a User Account for any individual who is not an Eligible User.

3.2 <u>Access Credentials</u>. Customer and its Authorized Users will keep confidential all passwords and other credentials that are used to access the Cloud-Hosted Solution ("**Access Credentials**").

3.3 <u>No Account Sharing</u>. Customer will not permit any use (whether concurrent or non-concurrent) of any User Account (a) by any individual who is not an Authorized User, or (b) by more than one Authorized User, provided that Customer may reassign a User Account from one Authorized User to another Authorized User if, after such reassignment, the original Authorized User no longer has access to the User Account.

3.4 <u>Responsibility</u>. Customer will be solely responsible for (a) all use of the Cloud-Hosted Solution through User Accounts (including any such use by individuals who are not Authorized Users), whether or not Customer has knowledge of, or consented to, such use, and (b) the security of User Accounts and any information or data transmitted, stored or received using the Cloud-Hosted Solution. Customer will notify Innovit immediately if Customer becomes aware of any unauthorized use of or access to the Cloud-Hosted Solution, or any compromise of the security of any User Account or the Cloud-Hosted Solution. Innovit will have no obligation to monitor any access to or activity under any User Accounts.

4   USE OF CLOUD-HOSTED SOLUTION

4.1   <u>Acceptable Use Policy</u>. Customer and its Authorized Users will comply with Innovit's acceptable use policy located at www.innovit.com/acceptable-use-policy/ ("**AUP**") in connection with the use of the Cloud-Hosted Solution. Customer will indemnify Innovit against any claims brought by any third party arising out of any violation or failure of Customer or any Authorized Users to comply with the AUP.

4.2   <u>Compliance with Laws</u>. Customer and its Authorized Users will comply with all applicable laws, rules and regulations in connection with the use of the Cloud-Hosted Solution.

4.3   <u>Restrictions</u>. Customer and its Authorized Users will not, and will have no right to, do any of the following:

(a)   permit access to, or use of, the Cloud-Hosted Solution by any individuals who are not Authorized Users, or distribute, disclose or otherwise provide any Documentation to any such individuals;

(b)   use the Cloud-Hosted Solution or Documentation for (i) third party training, commercial time-sharing, rental or service bureau use, (ii) any development, marketing, distribution or exploitation of any products or services that are competitive with the Cloud-Hosted Solution, or (iii) any other purposes other than Customer's internal business purposes;

(c)   intentionally or knowingly interfere with the use of the Cloud-Hosted Solution by any other users thereof, or otherwise disrupt the integrity or performance of the Cloud-Hosted Solution;

(d)   reproduce, modify, prepare derivative works based on, publicly display, publicly perform, or otherwise exploit any elements or portions of the Cloud-Hosted Solution, including any design elements of the screens or other user interfaces thereof;

(e)   extract, copy, or otherwise access any software code that is part of, or that operates or supports the operation of, the Cloud-Hosted Solution, or attempt to any of the foregoing;

(f)   disclose the results of any benchmark tests or other comparisons of the Cloud-Hosted Solution to third parties; or

(g)   authorize, instruct or assist any other persons to do or attempt to do any act prohibited under this Section 4.3.

4.4   <u>Responsibility for Authorized Users</u>. Customer will ensure that Authorized Users comply with the provisions of Sections 3, 4 and 5. Customer will be solely responsible and liable to Innovit for (a) all use of the Cloud-Hosted Solution (whether or not Customer has knowledge of, or consented to, such use) by Authorized Users, or by any third parties that gain access to the Cloud-Hosted Solution using any Access Credentials, and (b) all acts and omissions by Authorized Users that, if committed by Customer, would be a breach of Sections 3, 4 and 5.

5   SUBMITTED MATERIALS

5.1   <u>Definition</u>. "**Submitted Materials**" means all data, electronic files, documents, content and other information and materials that are entered into or uploaded to the Cloud-Hosted Solution, or otherwise provided to Innovit, by Customer or any Authorized Users.

5.2   <u>License to Innovit</u>. Customer hereby grants to Innovit (and its applicable contractors and service providers) a non-exclusive, worldwide, royalty-free license to use, reproduce, prepare derivative works of, transmit, distribute, and perform and display (publicly and otherwise) all Submitted Materials solely in connection with providing the Cloud-Hosted Solution to Customer and its Authorized Users.

5.3   Prohibited Content. Customer and its Authorized Users will not, and will not authorize or assist any third party to, upload to the Cloud-Hosted Solution, or otherwise use the Cloud-Hosted Solution to process, store, transmit, publish or otherwise display or distribute, any content that is prohibited by the AUP ("**Prohibited Content**"). In addition to any other rights afforded to Innovit at law or in equity, Innovit reserves the right to remove or disable access to Prohibited Content from the Cloud-Hosted Solution.

5.4   No Innovit Responsibility. Innovit will have no responsibility to screen for, detect, or take action with respect to, and Innovit will not otherwise have any obligations or liabilities in connection with, any problems with any Submitted Materials, including any errors, omissions or Prohibited Content. Without limitation of the foregoing, Innovit reserves the right to prohibit any conduct or to remove any Submitted Materials that are Prohibited Content, that are in violation of the AUP, that Innovit believes in its sole discretion to be illegal or potentially harmful to others, or that may expose Innovit to harm or liability.

5.5   System Information. Customer and its Authorized Users will not, and will have no right to, disclose any Confidential System Information to any third parties, or use any Confidential System Information for any purpose other than the evaluation of the Cloud-Hosted Solution. "**Confidential System Information**" means, collectively, (a) the results of any testing or evaluation of the Cloud-Hosted Solution (including, without limitation, any benchmark tests or other comparisons of the Cloud-Hosted Solution with any other software, hardware or other products) conducted by Customer or any Authorized Users, and (b) any other information regarding the features, specifications or performance of the Cloud-Hosted Solution that is not published or otherwise disclosed to the public by Innovit.

5.6   Feedback. If Customer or any Authorized User provides Innovit with any feedback (including any ideas or suggestions for new features or other improvements) regarding the Cloud-Hosted Solution, Innovit will be free to implement and otherwise use such feedback for any purpose, without restriction and without compensation or attribution to Customer or any Authorized Users.

6   FEES

6.1   Subscription Fees. Customer will pay the fees specified in the Product Schedule, as may be modified in accordance with Section 6.2 below ("**Subscription Fees**"). Unless otherwise specified in the Product Schedule, the Subscription Fees for each Subscription Period will be invoiced on the first day of such Subscription Period, and Customer will pay such Subscription Fees within thirty (30) days of the invoice date.

6.2   Fee Increases. Innovit may increase the Subscription Fees applicable to any Renewal Subscription Term by providing Customer with notice of such increase at least sixty (60) days prior to the start of such Renewal Subscription Term.

6.3   Taxes. No Subscription Fees include any governmental taxes, duties, levies or other charges of any kind, including sales, use, value-added, excise, property, franchise, income or withholding taxes (collectively, "**Taxes**"). Customer will pay all Taxes based on any transactions or payments under this Agreement, other than taxes imposed or based on Innovit's net income. All amounts payable hereunder by Customer will be paid without deduction or withholding for or on account of any present or future Taxes.

6.4   Records; Audit.

(a)   During the period in which this Agreement remains in effect and for a period of at least three (3) years after the termination of this Agreement, Customer and its Affiliates will keep and maintain complete and accurate books and records relating to this Agreement, and Innovit may, by not less than five (5) days' notice and no more than once per year, audit compliance by Customer, Customer Affiliates and

Authorized Users with the terms and conditions of this Agreement (including without limitation, the payment of all applicable fees) during normal business hours. Customer and its Affiliates will provide Innovit such access and assistance as is reasonably necessary to conduct such audit, and without limiting any other remedies that Innovit may have:

(i) Customer agrees to pay any Subscription Fees that the audit identifies are due and payable to Innovit in accordance with this Agreement; and

(ii) where an audit conducted under this Section 6.4 reveals Customer is in material breach of this Agreement, Customer shall pay Innovit's reasonable expenses incurred in conducting the audit.

(b) All audits conducted pursuant to this Section 6.4 will be undertaken on a confidential basis. If requested by Customer, Innovit agrees to require that all persons involved in an audit pursuant to this Section 6.4 execute a confidentiality agreement in a form reasonably acceptable to Customer in relation to any Customer confidential information accessed during such audit.

7 OWNERSHIP

7.1 As between Innovit and Customer, Innovit and/or its licensors will own, and will retain ownership of, all right, title and interest (including all intellectual property rights) in and to the Cloud-Hosted Solution (including, without limitation, all software that makes the Cloud-Hosted Solution available, the look and feel of all screens and other user interfaces in the Cloud-Hosted Solution, and all content displayed or otherwise made available on the Cloud-Hosted Solution, but excluding Submitted Materials) and Documentation.

7.2 Except as expressly set forth in this Agreement, Innovit grants no licenses or other rights in or to the Cloud-Hosted Solution or Documentation (whether by implication, estoppel, or otherwise) to Customer or any third parties. All rights not expressly granted to Customer are retained by Innovit and its licensors.

7.3 Customer will ensure that all copies of the Documentation will contain all copyright, trademark, patent, confidentiality and other notices in the same manner as such notices appear on or in the Documentation as provided to Customer. Customer will not remove, alter, cover or obfuscate any such notices placed on or in the Documentation.

8 DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INNOVIT DOES NOT MAKE, AND INNOVIT HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THE CLOUD-HOSTED SOLUTION, DOCUMENTATION, SUPPORT SERVICES, OR ANY OTHER PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR FOR INNOVIT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NONINFRINGEMENT, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9 INDEMNIFICATION

9.1 Innovit shall (a) defend Customer against (or at Innovit's option settle) any claim asserted by a third party against Customer in a lawsuit or similar legal proceeding alleging that the use of the Cloud-Hosted Solution (in the form delivered by Innovit to Customer) by Customer as permitted under this Agreement infringes such third party's intellectual

property rights (a "**Claim**") such Claim, and (b) indemnify and hold Customer Harmless from and against any damages finally awarded to such third party against Customer in such legal proceeding for such Claim (or any amounts agreed to by Innovit and such third party in settlement of such Claim); provided that:

(a) Customer notifies Innovit in writing promptly after receiving notice of such Claim;

(b) Customer grants to Innovit sole control and authority over the defense and settlement of such Claim; and

(c) At Innovit's expense, Customer provides reasonable assistance and cooperation to Innovit in Innovit's efforts to defend or settle such Claim.

9.2 Notwithstanding the foregoing, Innovit will have no obligations under Section 9.1 in connection with any Claim to the extent such Claim arises from or relates to: (a) the use of any release of the Cloud-Hosted Solution other than the then-current, unaltered release; (b) the combination, operation or use of the Cloud-Hosted Solution with software, hardware or data not provided by Innovit; (c) the use of the Cloud-Hosted Solution other than in the manner specified in the Documentation; or (d) the use of the Cloud-Hosted Solution in a manner not authorized by this Agreement. In addition, Innovit will have no obligations under Section 9.1 if Customer is in breach of its payment obligations under Section 6.

9.3 Customer will promptly install any mandatory update to the Cloud-Hosted Solution issued by Innovit that is designed to avoid or reduce the likelihood of infringement by the Cloud-Hosted Solution. If Customer's use of the Cloud-Hosted Solution is enjoined by a court of competent jurisdiction, Innovit may, at its option:

(a) procure for Customer a right to continue using the Cloud-Hosted Solution; or

(b) modify the Cloud-Hosted Solution so that it is non-infringing; or

(c) terminate this Agreement and refund to Customer the unused Subscription Fees, i.e., any such Subscription Fees that were prepaid by Customer covering the period following the termination date.

9.4 Notwithstanding anything to the contrary, this Section 9 states the entire liability and obligations of Innovit, and the sole and exclusive remedy of Customer, in connection with any infringement or misappropriation of intellectual property rights, and any claims thereof, arising out of or related to the Cloud-Hosted Solution.

9.5 Customer will indemnify, defend and hold harmless Innovit and its officers, directors, agents, service providers and suppliers from and against all claims, liabilities, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from or related to: (a) any claim, suit or proceeding that any Submitted Materials are or contain Prohibited Content, or that the manner in which Customer or any Authorized Users make use of the Cloud-Hosted Solution infringes, misappropriates or otherwise violates any intellectual property rights, privacy rights or other rights of any person; or (b) any civil or criminal violations of law or governmental regulations occurring due to acts or omissions of Customer or any Authorized Users.

10   LIMITATION OF LIABILITY

10.1 IN NO EVENT WILL INNOVIT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, DATA OR BUSINESS, IN CONNECTION WITH THE CLOUD-HOSTED SOLUTION OR THIS AGREEMENT, EVEN IF INNOVIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 INNOVIT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CLOUD-HOSTED SOLUTION AND ALL OTHER ASPECTS OF THIS

AGREEMENT WILL NOT EXCEED THE SUM OF ALL SUUBSCRIPTION FEES PAID BY CUSTOMER TO INNOVIT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

10.3   The liability limitations specified in this Section 10 will apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

11   TERM AND TERMINATION

11.1   This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with another provision of this Agreement, shall continue until the expiration of the Subscription Period.

11.2   Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days of written notice of such breach from the terminating Party.

11.3   On termination of this Agreement howsoever occurring:

(a)   Customer must immediately cease to use and destroy all copies of the Documentation in its possession or control;

(b)   Innovit's obligation to provide Support Services shall cease, and if this Agreement is terminated by Customer pursuant to Section 11.2 due to Innovit's uncured material breach of this Agreement, Customer shall be entitled to a refund of any unused Subscription Fees, i.e., any Subscription Fees that were prepaid by Customer covering the period following the termination date;

(c)   the licenses granted under this Agreement will immediately terminate; and

(d)   the rights and obligations of the parties under Sections 4.1, 5.5, 5.6, 6.1 (with respect to any unpaid Subscription Fees), 6.3, 6.4, 7, 9, 10, 11.3, 12, 13, and 14 will survive such termination.

12   RESOLUTION OF DISPUTES

12.1   The parties record their intention that, if any dispute or difference arises out of or in relation to this Agreement, the parties will attempt first to resolve the dispute in a spirit of good faith and on a commercially realistic basis by negotiation.

12.2   Any dispute, controversy or claim arising out of or relating to this Agreement not resolved within fourteen (14) days by the parties will be settled exclusively by arbitration in San Francisco, California in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by such arbitration will be final and binding upon the parties and may be entered in any court having jurisdiction. The arbitrator(s) will not have the power to add to, subtract from or otherwise modify any provision of this Agreement, to grant any extension or renewal of this Agreement, or to award damages or other remedies expressly prohibited by the Agreement. Notwithstanding the foregoing, each Party will have the right to seek injunctive or other equitable relief at any time from any court of competent jurisdiction.

13   ASSIGNMENTS AND TRANSFERS

Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations under this Agreement (whether voluntarily, by operation of law or otherwise) without the other Party's prior written consent; provided, however, that (a) Innovit may (without having to obtain Customer's consent) assign this Agreement, together with all of its rights and obligations hereunder, to any Affiliate of Innovit, and (b) either Party may (without

having to obtain the other Party's consent) assign this Agreement, together with all of its rights and obligations hereunder, to any third party (excluding any competitor of Innovit, if Customer is the assigning Party) that acquires (whether by asset purchase, merger or other transaction or series of transactions) all or substantially all of such Party's business relating to the Cloud-Hosted Solution. Any attempted assignment, delegation or other transfer prohibited by the foregoing will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and bind each Party's successors and assigns.

14 MISCELLANEOUS

14.1 In this Agreement, unless the contrary intention appears:

    (a) the singular includes the plural and vice versa;

    (b) all monetary amounts are in United States dollars;

    (c) a reference to time is to local time in California and

    (d) a reference to any thing or amount is a reference to the whole and each part of it.

14.2 Headings are for convenience only and do not affect the interpretation of this Agreement.

14.3 This Agreement is not intended to create a relationship of partnership, joint-venture or agency between the parties and neither Party may hold itself out as being so related.

14.4 A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right. A Party will not be liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

14.5 Each provision of this Agreement is severable from the others and no severance of a provision will affect any other provision.

14.6 If Innovit's performance of any obligation under this Agreement is delayed or prevented by any Force Majeure Event, Innovit's performance of such obligation will be excused during, and the time for performance will be extended for, the period of delay or inability to perform due to such Force Majeure Event. "**Force Majeure Event**" means any cause or circumstance beyond Innovit's reasonable control, including, without limitation, war, act of terrorism, other act of a public enemy, fire, earthquake, flood, storm, other act of God, interruption or delay in telecommunications, public utilities or third party services, or act of government.

14.7 This Agreement and the Exhibits hereto (which are hereby incorporated by reference) contain the entire agreement of the parties with respect to the subject matter of this Agreement and merge and supersede any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with respect to such subject matter. This Agreement cannot be modified or amended except in a writing signed by both parties. All orders placed by Customer with Innovit in connection with this Agreement will be governed by and subject to the terms of this Agreement. No terms or conditions contained in any purchase order or other document submitted by Customer will in any way modify or add to the terms of this Agreement, and any such terms or conditions that are in any way inconsistent with or additional to the terms of this Agreement are hereby rejected by Innovit and will have no force or effect.

14.8 This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

EXHIBIT A
Support Services

1   DEFINITIONS

(a) "**Customer Support Contact**" means an employee of Customer who (a) has satisfactorily completed Innovit's standard training for the Cloud-Hosted Solution and (b) has been designated by Customer to request Support Services and act as Customer's primary contact with Innovit in connection therewith. Customer will designate at least one, but no more than three (3), Customer Support Contacts, and will notify Innovit of the identity of such Customer Support Contacts. Customer may designate replacement Customer Support Contacts from time to time with notice to Innovit.

(b) "**Support Services**" means the following services in relation to the Cloud-Hosted Solution:

(i)   resolution of reported defects and errors in the Cloud-Hosted Solution so that the Cloud-Hosted Solution will comply in all material respects with the functional specifications set forth in the Documentation; and

(iii) provision on request of general systems advice in relation to ensuring the maximum utilization of the features and benefits of the Cloud-Hosted Solution.

2   AVAILABILITY

The Support Services will be available from 9:00am – 6:00pm (either Pacific Time; Australian Eastern Time; Central European Time, as applicable) Monday through Friday excluding national public holidays ("Business Days") and will be provided remotely via telephone or email. Customer Support Contacts (defined below) may request Support Services by email or telephone at the numbers and addresses advised from time to time by Innovit. Requests for Support Services may be made only by Customer Support Contacts.

3   RESPONSE TIMES

Innovit will use commercially reasonable efforts to respond to service requests within the following time frames:

Severity 1 request	4 Support Hours (see definition below)
Severity 2 request	24 Support Hours
Severity 3 request	3 normal business days

"**Support Hours**" are defined as hours during which support will be available, as set forth in Paragraph 2 above. All times outside the defined period of Support Hours (such as after 6:00pm on weekdays, during weekends or public holidays) are disregarded.

4   SEVERITY LEVELS

Severity Level	Definition
Level 1	All or most users are prevented from accessing the Cloud-Hosted Solution or using its core functionality.
Level 2	Core Functionality affected but a procedural

Severity Level	Definition
	work-around has been identified.
Level 3	Minor, non-core functionality affected or discrepancies with documentation.

5   EXCLUDED SERVICES

Support Services do not include:

(a) correction of errors or defects in any browser or computer system used to access the Cloud-Hosted Solution;

(b) correction of errors or failures of the Cloud-Hosted Solution that are caused by the use of an unsupported browser, or by any other failure to comply with the Documentation; or

(c) correction of any outages of, or other problems with, the public Internet or any other network used by Customer or any Authorized User to access to the Cloud-Hosted Solution.

(d) providing access to underlying infrastructure software, including: Operating System (OS), Database Management System (DBMS), communications gateways (AS2 / AS4 / SFTP) and Security Firewall.

(e) providing access to manage user security within underlying infrastructure software, including: Operating System (OS), Database Management System (DBMS), communications gateways (AS2 / AS4 / SFTP) and Security Firewall.

(f) support for, and subscription to, GDSN data pools and/or UDI databases.

6   UPGRADES

Innovit will perform upgrades to the Cloud-Hosted Solution from time to time, during which the Cloud-Hosted Solution may be unavailable.

Upgrades that are scheduled on Innovit's product release roadmap will be performed as specified in such roadmap. With respect to any other upgrades, Innovit will notify Customer, in writing by email, at least twelve (12) Support Hours prior to starting such upgrade, which may include:

(a) Operating System (OS). Operating system is scheduled for weekly updates at Sunday 03:00am in the time zone of cloud data center hosting any environments used by Customer.

(b) Database Management System (DBMS).

(c) Messaging Communications gateways (AS2 / AS4 / SFTP).

(d) Security Firewall.

(e) Anti-virus and malware.

(f) Web server software.

7   DATA BACK-UP & RESTORATION

Innovit will perform back-up of Customer's business data on a daily basis, and retain such back-up for seven (7) days. When required, Innovit will restore Customer's business data.

EXHIBIT B

Hosting Service Levels

Innovit will maintain a service level agreement with the Provider (the "**Provider SLA**") in which the Provider offers at least the following availability service level: 99.5% availability of the servers and network (excluding scheduled maintenance) during each full calendar month.

Innovit will take reasonable steps to obtain all credits that Innovit is entitled to recover from the Provider under the Provider SLA for the Provider's breaches of the Provider SLA, and as Customer's sole and exclusive remedy for any such breaches or any other problems, errors or failures of the Provider or the Cloud-Hosted Solution, Innovit will apply all such credits actually obtained from the Provider to future Subscription Fees payable by Customer to Innovit.