AMC TECHNOLOGY CLOUD SERVICES AGREEMENT

This AMC TECHNOLOGY Cloud Services Agreement (this "Agreement") is between AMC TECHNOLOGY, LLC ("AMC") and the individual or entity that has executed this Agreement ("Company"). This Agreement sets forth the terms and conditions that govern orders placed by Company for Services (as defined herein) under this Agreement.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, COMPANY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "COMPANY" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. 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 SERVICES.

1. Definitions

1.1. "Company Data" means any data, information or material provided or submitted by Company for processing by Company, or to AMC, in the course of using the Software as defined below, or Services.

1.2. "Documentation" means the applicable AMC system specifications, hardware requirements, configuration files, architecture documents, test case documents, manuals, and all other user instructions regarding the capabilities, operation, installation and use of the Software, including all help files (on-line or otherwise), frequently asked questions (FAQ) and other use instruction, to the extent that such information is provided to Company by AMC.

1.3. . **"Intellectual Property Rights"** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, code, domain name rights, mask work rights, inventions, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature, whether or not such rights are registered or perfected in the United States and worldwide.

1.4. "Order Form" means an ordering document or online order specifying the Services or Software to be provided hereunder that is entered into between AMC and Company, including any addenda and supplements thereto.

1.5. "Services" means AMC's Software as a Service offering, including but not limited to the information technology services, software, data and software hosting, also including software maintenance and technical support services as well as any additional services (i.e., training) performed in accordance with a Statement of Work (as defined herein) issued pursuant to the terms of this Agreement.

1.6. "Software" means AMC proprietary software programs set forth in Exhibit 1, updates, releases, bug fixes, and enhancements thereto provided by AMC to Company or other maintenance materials provided by AMC hereunder, as well as the Documentation.

1.7. "Statement of Work" means task specific schedules to which the parties may agree from time to time covering the performance of installation, implementation, development services, training or other services. Each Statement of Work shall specify, in detail, the work to be performed, personnel, milestone dates, and associated fees. Each Statement of Work shall be governed by the terms of a Master Services Agreement ("MSA") and shall be binding upon the parties and shall be deemed to constitute a part of this Agreement.

1.8. "Term" means the Term identified as such in Section 15 below.

1.9. "User(s)" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Company to use the Services, for whom Company has purchased a subscription (or in the case of any Services provided by AMC without charge, for whom the Services have been provisioned), and to whom Company (or, when applicable, AMC at Company's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Company, and third parties with which Company transacts business.

2. Licenses. Subject to all of the terms and conditions of this Agreement, AMC hereby grants to Company and Company hereby accepts a limited term, non-exclusive, non-transferable, non-sub-licensable license to permit Users to access and use the Software and Services, during the Term, solely through URL addresses and log-in functions provided by AMC, and solely to support Company's internal operations as an end-user of the Software and Services. Subject to the terms of this Agreement, Company grants to AMC the non-exclusive, worldwide right to use, copy, store, transmit and display Company Data, to the extent necessary to fulfill AMC's obligations hereunder. Except as otherwise expressly permitted herein, Company shall not (i) download, re-license, sublicense, sell, resell, rent, transfer, assign, copy, distribute or otherwise make available to any third party the Software or Services, (ii) make derivative works based upon the Software or other AMC Technology; (iii) cause or permit reverse engineering or decompilation of the Software, (iv) delete, alter, add to or fail to reproduce in and on any copy of the Software and media any copyright or other notices appearing in or on any copy, media or master or package materials provided by AMC or which may be required by AMC at any time; (v) commercially exploit the Software or other AMC Technology in any way; (vi) allow access to the Software or Services by more than the number of Users which have been licensed by Company; or (vii) access the Software or Services from any location other than a location owned or controlled by Company or occupied by an employee or contractor of the Company, without making appropriate safeguards to protect the security of the Software and assure its use in accordance with the terms of this Agreement. Company will prevent unauthorized use of the Services through any Internet URL addresses or log-in functions provided to it and shall terminate any such unauthorized use that it discovers. Company will promptly notify AMC of any unauthorized use of, or access to, the Services of which it becomes aware. Company warrants, represents, and will assure that only one individual is permitted to access the Services or Software per User log-in ID provided as part of the Services log-in functionality.

3. Free Trial. If Company registers on AMC's website for a free trial, AMC will make the applicable Service(s) available to Company on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Company registered to use the applicable Service(s), or (b) the start date of any purchased Services ordered by Company for such Service(s), or (c) termination by AMC in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA COMPANY ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR COMPANY DURING FREE TRIAL WILL BE PERMANENTLY LOST UNLESS COMPANY PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. COMPANY CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF COMPANY PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, COMPANY MUST EXPORT COMPANY DATA (?) BEFORE THE END OF THE TRIAL PERIOD OR COMPANY DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY AMC" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND AMC SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE AMC'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED $1,000.00. WITHOUT LIMITING THE FOREGOING, AMC AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO COMPANY THAT: (A) COMPANY'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET COMPANY'S REQUIREMENTS, (B) COMPANY'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, COMPANY SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO AMC FOR ANY DAMAGES ARISING OUT OF COMPANY'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY COMPANY OF THIS AGREEMENT AND ANY OF COMPANY'S INDEMNIFICATION OBLIGATIONS HEREUNDER. COMPANY SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

4. Provision of Purchased Service. AMC will (a) make the Services and Content available to Company pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable AMC standard support for the Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which AMC shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond AMC's reasonable control, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, public health crisis or emergency, declared pandemic, act of terror, strike or other labor problem (other than one involving an AMC employees), Internet service provider failure or delay, (d) provide the Services in accordance with laws and government regulations

applicable to AMC's provision of its Services to its customers generally (i.e., without regard for Company's particular use of the Services), and subject to Company's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

5. Use of Services. Company is required to accept all patches, bug fixes, updates, maintenance, and service packs (collectively, "Patches") necessary for the proper function and security of the Services, as such Patches are generally released by AMC.

6. Usage Limits. If the Services permit Company to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then Company is responsible for promptly purchasing the additional quantity to account for any excess usage. For any month that Company does not promptly purchase such additional quantity, AMC may require Company to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the total fees for the month in which such excess usage occurred.

7. Ownership. Company will have no rights to AMC's proprietary technology used to deliver and manage the Services described herein, including without limitation its Software, Documentation, and know-how. Company hereby acknowledges and agrees that all Software, Documentation, and all Intellectual Property Rights contained herein, or appurtenant thereto are and shall remain the sole and exclusive property of AMC and its licensors. AMC and its licensors reserve all rights in the Software, Documentation, and any other Intellectual Property Rights not expressly granted to Company.

8. License by Company to Use Feedback. If the Company provides any feedback, comments, suggestions, ideas, description of processes, or other information to AMC about or in connection with the Services or deliverables provided under this Agreement, including without limitation any ideas, concepts, know-how or techniques contained therein ("Feedback"), then it shall grant AMC a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Company or any restriction or obligation on account of Intellectual Property Rights or otherwise, except as expressly provided herein..

9. Internet Delays. ACCESS TO AMC SOFTWARE AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AMC SHALL NOT BE RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10. Company Data.

(a) All Company Data shall remain the sole property of Company and its licensors unless specifically noted in writing by Company in advance. Company, not AMC, shall be solely responsible for entering Company Data into the Services, for the maintenance of the Company Data supplied by it, and for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Company Data.

(b) Company hereby represents and warrants to AMC that the Company Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by AMC or its subcontractors to provide the Service.

(c) All facilities used to store and process Company Data will adhere to commercially reasonable security standards no less protective than the security standards at facilities where AMC stores and processes its own information of a similar type. AMC has implemented commercially reasonable systems and procedures to ensure the security and confidentiality of Company Data, protect against anticipated threats or hazards to the security or integrity of Company Data, and protect against unauthorized access to or use of Company Data. AMC does not control the transfer of data, including but not limited to Company Data, over telecommunications facilities, including the Internet, and AMC does not warrant secure operation of the Service or that such security technologies will be able to prevent third party disruptions of the Service. As part of providing the Services and for the avoidance of doubt, Company consents to AMC's transfer, storage and processing of Company Data in the United States or any other country in which AMC or its agents maintain facilities.

11. Charges and Payment of Fees. All fees for Services are nonrefundable, due, and payable within 30 days following date of invoice, or as terms mutually agreed to and stated on invoice. Invoices shall be issued annually, in advance, at the beginning of each anniversary, unless specified otherwise.

11.1. Electronic Invoicing. AMC will invoice the Company electronically to the responsible person or department identified in the purchase order.

All communications about the invoices will be addressed to AMC' s accounting department, which can be contacted via email at accounting@amctechnology.com.

11.2. Non-Payment. Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

11.3. Suspension of Service. In addition to any other rights and remedies granted to AMC herein or available at law or in equity, AMC reserves the right to suspend Company's access to, and right to access, the Software, and any Services, if Company's account becomes past due.

11.4. Taxes. All fees set forth in this Agreement are exclusive of all taxes and similar fees. Company shall be responsible for and shall pay in full all sales, use, excise or similar governmental taxes imposed by any federal, state, or local governmental entity upon the fees charged Company under this Agreement, exclusive, however, of taxes based on AMC income, which taxes shall be paid by AMC. If any tax for which Company is responsible hereunder is paid by AMC, Company will promptly reimburse AMC upon Company's receipt of proof of payment. If, at any time, Company claims that its purchase of Services, or support services hereunder is exempt from any taxes, it shall be Company's responsibility to provide AMC with the appropriate tax exemption certificate(s).

12. Modifications. AMC may make commercially reasonable changes and/or updates to the Services from time to time. If AMC makes a material change to the Services, AMC will inform Company promptly. If the change has a material adverse impact on Company and Company does not agree to the change, Company must so notify AMC through its maintenance and support services contact within thirty days after receiving notice of the change.

13. Warranties; Disclaimer; Exclusive Remedy. AMC REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT TO LICENSE (OR SUB-LICENSE) AND PROVIDE TO COMPANY, THE SOFTWARE AND SERVICES AS PROVIDED HEREIN. THE SOFTWARE, AND SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY AMC AND ITS SUPPLIERS ARE OTHERWISE PROVIDED "AS IS" AND WITH ALL FAULTS. AMC AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

COMPANY AGREES THAT IN EVENT OF A BREACH OF A WARRANTY AS PROVIDED HEREIN BY AMC, COMPANY'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR AMC TO REPAIR, REPLACE OR REFUND THE FEES ATTRIBUTABLE TO THE SOFTWARE OR SERVICES FOR THE THREE-MONTH PERIOD PRECEDING THE BREACH, AT AMC'S OPTION.

14. Indemnification. AMC shall indemnify, defend and hold harmless the Company against any loss, cost, expense, or liability ("**Losses**") resulting from or arising out of a claim brought by a third party ("**Third Party Claim**") against Company to the extent that such Third-Party Claim alleges the infringement of such third party's U.S. patent or copyright by AMC Services. The foregoing indemnity shall not apply if the infringement arises out of: (a) specifications or designs furnished by Company and implemented by AMC at Company's request; (b) AMC Services are modified by, combined with, added to, interconnected with and/or used with any equipment, apparatus, device, data, or software not supplied or approved by AMC; (c) the modification to the AMC Service by any person or entity other than AMC or a AMC authorized technician (each of (a) through (c), an "**Exclusion**").

If a Third Party Claim under the above paragraph has occurred, or in AMC' s opinion is likely to occur, AMC shall, at AMC' s option and expense do one of the following: (a) procure for Company the right to continue using the affected AMC Service; (b) replace with non-infringing alternates or modify the relevant AMC Service so that it becomes non-infringing but its functionality after modification is substantially equivalent; or (c) discontinue the AMC Service, and refund to Company the prorated fees for any unused prepaid subscription. The collective obligations of AMC pursuant to this paragraph state the sole and exclusive liability of AMC, and Company's sole and exclusive remedy, with respect to intellectual property infringement by AMC.

Company shall indemnify, defend and hold harmless AMC from and against any Losses resulting from or arising out of a third-party claim brought against AMC ("Third Party Claim") to the extent that such Third Party Claim alleges the infringement of a third party's U.S. patent or copyright and is based upon exclusion**.**

Promptly after a party seeking indemnification obtains knowledge of the existence or commencement of a Third Party Claim for which it is entitled to be indemnified under this Section, the Party to be indemnified ("Indemnified Party") will notify the other arty ("Indemnifying Party") of such Third Party Claim in writing, provided, however, that any failure to give such notice will not waive any rights of the Indemnified Party except to the extent that the rights of the Indemnifying Party are actually prejudiced thereby. The Indemnifying Party will assume the defense and settlement of such Third-Party Claim; provided, however, that the Indemnified Party may join in the defense and settlement of such Third-Party Claim and employ counsel at its own expense and will reasonably cooperate with the Indemnifying Party in the defense and settlement of such Third Party Claim. The Indemnifying Party may settle any Third Party Claim without the Indemnified Party's written consent unless such settlement: (a) does not include a release of all covered claims pending against the Indemnified Party; (b) contains an admission of liability or wrongdoing by the Indemnified Party; or (c) imposes any obligations upon the Indemnified Party other than an obligation to cease using any infringing items.

15. Limitation of Liability. EXCEPT FOR A BREACH OF CONFIDENTIALITY UNDER SECTION 16 HEREIN, OR VIOLATION BY ONE PARTY OF THE OTHER'S INTELLECTUAL PROPERTY OR OTHER OWNERSHIP RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR: (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING LOSS OF USE, LOSS OF OR DAMAGE TO RECORDS OR DATA, COST OF PROCUREMENT OR SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOST REVENUE AND/OR PROFITS SUSTAINED OR INCURRED REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND REGARDLESS OF WHETHER SUCH PARTY HAD RECEIVED NOTICE OR HAD BEEN ADVISED, OR KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; OR (b) DIRECT DAMAGES IN EXCESS OF THE FEES PAYABLE (IN THE CASE OF THE COMPANY'S LIABILITY) OR ACTUALLY PAID IN THE THREE MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE UNDER THE PURCHASE ORDER OR STATEMENT OF WORK.

16. Confidentiality.

16.1. Each party to this Agreement acknowledges that it may have access to certain confidential data not generally known about the other party's business or which the other party is required to maintain as confidential on behalf of a third party. "***Confidential Information***" shall mean all Company Data, documents, AMC Technology, Software and Documentation, Internet URL addresses, passwords, log-in names, and log-in functions provided to Company by AMC, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, the terms of this Agreement, and other materials disclosed by a party in the course of performing hereunder, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically or in writing. Confidential Information shall include without limitation all records and information (i) that have been marked or identified as "proprietary," "confidential," or a "trade secret," (ii) whose confidential nature has not been made known, or (iii) that due to their character and nature a reasonable person under like circumstances would treat as confidential.

16.2. Each party to this Agreement agrees that it will not disclose any of the other party's Confidential Information or furnish copies of any written materials relating to such Confidential Information to any other person, firm or entity, except to the extent that disclosure may be required by law. Each party further agrees that it will only use the other party's Confidential Information for purposes of exercising its rights and fulfilling its obligations hereunder. Finally, each party agrees to hold the other's Confidential Information and any information derived therefrom in strict confidence and use all reasonable efforts with respect to the handling and protection of such Confidential Information (including, without limitation, all precautions it employs with respect to its own confidential information).

16.3. The term Confidential Information does not include any information that (i) was lawfully in the other party's possession prior to its disclosure, or (ii) is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement.

16.4. Company acknowledges that the AMC Technology is proprietary to and constitutes valuable Confidential Information of AMC. AMC acknowledges that Company Data is proprietary and constitutes valuable Confidential Information of Company. Neither AMC nor Company shall acquire any right or interest in such property of the other, except for the license granted in Section 2 above.

17. Term and Termination

17.1. Term of Agreement. The Term of this Agreement will begin as of the Effective Date or the date of last signature below and will continue for a period of twelve (12) months unless terminated earlier as provided in Section 17. Thereafter, and until terminated as provided in Section 17.3, the Term will be automatically renewed for an additional Twelve (12) month periods.

17.2. Term of Purchased Subscriptions. The term for the Services shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is longer), unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at the Company's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

17.3. Termination. – A party may terminate this Agreement for cause (i) upon (thirty) 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the

other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

17.4. Refund or Payment upon Termination. If this Agreement is terminated by Company in accordance with Section 17.3, AMC will refund Company any prepaid fees covering the remainder of the term for all Order Forms after the effective date of termination. If this Agreement is terminated by AMC in accordance with Section 17.3, Company will pay any unpaid fees covering the remainder of the term for all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Company of its obligation to pay any fees payable to AMC for the period prior to the effective date of termination.

18. Assignment. Company may not assign this Agreement or any rights or obligations arising under this Agreement without the prior written consent of AMC, which shall not be unreasonably withheld. If Company assigns this Agreement with the required consent, then Company or its successor will pay AMC in advance for any technical work that is required to be performed by AMC related to the Assignment. Any assignment by Company in violation of this Section 15 will be void and without effect.

19. Export Compliance. The Software, Services, proprietary information and technology owned by AMC and derivatives thereof, and Intellectual Property Rights owned by AMC (together, "Content") may be subject to export laws and regulations of the United States and other jurisdictions. Company shall comply with such laws and regulations and notwithstanding any reference to geographical scope or territory in this Agreement agrees not to export, re-export or transfer the Software and Services, without first obtaining all required U.S. government authorizations or licenses. AMC and Company each agrees to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. AMC and Company each represents that it is not named on any U.S. government denied-party list. Company will not permit any User to access or use any content in a U.S.- embargoed country or region or in violation of any U.S. export law or regulation.

20. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

21. Data Protection

21.1. Company's instructions exceeding the scope of services offered by AMC will be at Company's expense and subject to technical and organizational feasibility by AMC. AMC and Company will implement all technical and organizational measures necessary to meet the requirements of applicable data protection laws to protect personal data against misuse.

21.2. To the extent that personal data of Company are being processed, AMC shall obligate its personnel entrusted with the processing of Company's data to data protection and data secrecy in accordance with applicable law.

21.3. AMC is authorized to engage subcontractors for the processing of personal data to the extent necessary for fulfilling its contractual obligations under this Agreement. AMC shall obligate its subcontractors to comply with all relevant data protection rules. In case that such subcontractor is located outside the EU, AMC shall provide for a level of data protection deemed adequate under EU data protection regulations.

21.4. The Services consist in part of a server software component implementing the Services, which is located on servers provided or made available to AMC owned and operated by one or more third parties ("Third Party Providers"), and thus the Services—or certain aspects of the Services—may be provided subject to the terms, conditions, policies, and availability or uptime of Third-Party Providers. Third Party Providers are identified in Exhibit 3, which is hereby incorporated into this Agreement, and this Agreement represents Company's agreement to, and a representation of compliance with, such Third-Party Providers' terms, conditions, and policies. In addition, the off-site hosting of Company Data and/or website is in a "cloud" environment, which can include, but is not limited to, virtual server space apportioned and managed by AMC in a data center operated by one or more Third Party Provider. Company also agrees, and hereby authorizes such Third Party Providers to host and/or store Company Data and/or website, and acknowledges that Company Data may be transmitted or communicated over the internet or cloud to such Third Party Providers.

21.5. Except for any access rights expressly granted herein, Company reserves all right, title, and interest in and to the Software, Services, and Documentation, and all Intellectual Property Rights therein. As between the parties, AMC or any Third-Party Provider, owns or shall own all right, title, interest, copyright, and patent rights in and to the original and all modified versions of the Software, Services, and Documentation including, without limitation, all modifications thereto. AMC reserves the right to provide access to the Services to any third party.

21.6. Except with respect to a free trial, the terms of the data processing addendum Exhibit 2 ("DPA") are hereby incorporated by reference and shall apply to the extent Company Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by AMC, its Processor Binding Corporate Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth and defined in the DPA.

21.7. Company ensures that no legal requirements on Company's side prevent AMC from fulfilling its contractual obligations under this Agreement in compliance with applicable law. This includes, but is not limited to, ensuring that all concerned individuals have previously declared consent to a possible processing of personal data.

22. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of New York. Each party consents to personal jurisdiction and venue in the federal or state courts of New York, New York.

23. This Agreement constitutes the complete and exclusive statement of the agreement between AMC and Company. This Agreement may be modified only in writing signed by both parties. This Agreement prevails over any additional, conflicting, or inconsistent terms and conditions appearing on any purchase order submitted by Company.

24. Force Majeure. In the event either party is unable to carry out its material obligations under this Agreement by reason of "force majeure" (defined below) those obligations will be suspended during the continuance of the force majeure, provided the cause of the force majeure is remedied as quickly as practicable. The term "force majeure" means any event caused by occurrences beyond a party's reasonable control, including, but not limited to, acts of God, fire or flood, war, terrorism, cyber terrorism, cyber mischief, declared pandemics, a national health crisis, governmental regulations, policies or actions enacted or taken subsequent to execution of the Agreement, or any labor, telecommunications or other utility shortage, outage or curtailment (except that the settlement of any strike, lockout or other labor disturbance will be wholly within the control of the party whose obligations are suspended and, therefore, not a force majeure event). This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Company's obligation to pay for the Services.

25. Marketing and Press. Following the execution of the Agreement by both Parties, and subject to receiving Company's prior written consent as to the content and any Company quotes contained therein, AMC shall have the right to issue a press release regarding its relationship with Company under this Agreement (the "**Initial Press Release**"). Company shall not unreasonably withhold, delay, or condition its approval of the Initial Press Release. Additionally, during the Term of the Agreement, provided that AMC has obtained Company's prior written consent in each instance, AMC shall have the right to use Company's graphics, trademarks, logos, imagery, and name (the "**Company Materials**"), in accordance with Company's trademark and use guidelines, in AMC' s general promotional, advertising, and marketing materials, including the posting of any such materials on AMC' s website (the "**AMC Marketing Materials**"). Company shall not unreasonably withhold, delay, or condition its consent to AMC' s use of any Company Materials in any AMC Marketing Materials. Upon AMC 's reasonable request, during the Term of this Agreement, Company agrees to serve as a reference for AMC.

26. Entire Agreement. This Agreement and the attached exhibits contain the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties, as to the subject matter hereof. This Agreement may not be modified unless agreed to by both parties in writing and any changes to this Agreement must be signed by both parties in writing.

27. General. The parties to this Agreement are independent entities, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement. The waiver of a breach hereunder does not waive any other or subsequent breach. If any provision is held to be invalid or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way. Any notices hereunder will be in writing and delivered to the address specified below or such other address as specified in writing.

28. How To Contact AMC. If you have any questions regarding this Agreement, you may contact us by email at legal@amctechnology.com or by mail at AMC Technology, LLC, ATTN: Legal, 2000 West Marshall Street, Suite 201, Richmond, Virginia 23220.

EXHIBIT 1
SOFTWARE

AMC DaVinci

EXHIBIT 2

DATA PROCESSING AGREEMENT FOR AMC SERVICES

("DPA")

EXHIBIT 3
THIRD PARTY SERVICES

Microsoft Azure Hosting