

Midaxo Software as a Service Agreement

1. Parties

- 1.1. This Software as a Service Agreement (“Agreement”) is made between Midaxo, Inc. (“Provider”) and the “Subscriber” (as designated in the related Midaxo Service Order Form).
- 1.2. In this Agreement the Subscriber and the Provider shall be referred to collectively as the “Parties” and separately as a “Party”.

2. General Information

- 2.1. The terms and conditions in this Agreement apply to the Provider’s Service.
- 2.2. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transaction contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.
- 2.3. The execution of the initial Service Order Form by the Parties fully executes this Agreement. This Agreement, including the Appendixes, is effective from the Subscription Start Date.
- 2.4. During the validity of the Agreement, the Parties may agree on additional Service Order Forms to modify the Subscriber’s Subscription.

3. Definitions

- 3.1. “Admin User” means the Subscriber’s main operator of the Service as may be amended from time to time upon written notice by the Subscriber to the Provider, including email.
- 3.2. “Confidential Information” means any and all information in whatever form relating to the Provider or the Subscriber, including, but not limited to, information relating to the business, prospective business, technical processes, computer software, intellectual property rights or finances of either of the Parties.
- 3.3. “Initial Term” means the first term, in full calendar years, of the Subscriber’s first Subscription term and use of the Service as noted in the Service Order Form.
- 3.4. “
- 3.5. “Provider Content” means the Provider’s templates, playbooks, reports, configurations, documents, materials, and workflows included in the Service or shared with the Subscriber during the sales process or during the validity of this Agreement.
- 3.6. “Renewal Term” means any Subscription term following the Initial Term, in full calendar years, of the Subscriber’s Subscription and use of the Service.
- 3.7. “Service” means the Provider’s secure, web-based contact management, process and project management, document management, and collaboration platform to support various business processes, especially mergers & acquisitions (“M&A”).
- 3.8. “Service Order Form” means an online or printable registration form that is executed by the Subscriber and Provider in order for the Subscriber to subscribe and obtain access to the Service.
- 3.9. “Subscription” means the Subscriber’s Service scope and terms as defined in the applicable Service

Order Form(s).

- 3.10. "Subscription Fee" means the total fees payable for the Subscription by the Subscriber to the Provider as defined in the applicable Service Order Form(s).
- 3.11. "Subscription Anniversary Date" means the calendar date of the Subscription Start Date.
- 3.12. "Subscription Start Date" means the date when the Subscriber begins to use the Service as noted on the Service Order Form.
- 3.13. "User" means a Subscriber's personnel, contractors, agents, or a person identified and invited by the Subscriber to use the Service. Each User requires a valid Subscription.

4. Service provision

- 4.1. Subject to the Subscriber's payment of fees for the Service as set out on the Service Order Form and during the term of the Agreement, the Provider:
 - 4.1.1. Grants to the Subscriber a non-exclusive and non-transferable right to use the Service and Provider Content.
 - 4.1.2. Grants to the Subscriber a non-exclusive and non-transferable right to use any third party products or software that are included in the Service.
- 4.2. After expiry of this Agreement, the Subscriber has a right to use the Provider Content included in the Service for its internal use only. The Subscriber does not have a right to license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party such content in any way.
- 4.3. The Subscriber shall not:
 - 4.3.1. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Service.
 - 4.3.2. Make derivative works based on the Service.
 - 4.3.3. Reverse engineer or access the Service in order to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of the Service, or (iii) copy any ideas, features, functions, or graphics of the Service.
- 4.4. The Subscriber shall not knowingly do any of the following in connection with its use of the Service:
 - 4.4.1. Send or store infringing, obscene, or otherwise unlawful material.
 - 4.4.2. Send or store material containing software viruses or other harmful computer code.
 - 4.4.3. Interfere with or disrupt the integrity or performance of the Service or the data contained therein.
 - 4.4.4. Attempt to gain unauthorized access to the Service or its related systems or networks.
- 4.5. The Provider shall comply with and provide the Services in accordance with (i) the terms of the Service Level Agreement set out in Appendix A of this Agreement, and (ii) all applicable laws, rules and regulations.

5. Service fees and payment terms

- 5.1. The Subscription Fees for the Service are defined in the Service Order Form. Midaxo reserves the right to increase the annual Subscription Fee by no more than 5% on each Subscription Anniversary Date following the Subscription Start Date.
- 5.2. All Subscription Fees and other fees indicated in the Service Order Form are exclusive of any sales tax, value added tax (VAT), goods and services tax (GST) or other taxes and duties that may be applicable. When obliged under applicable tax legislation to add any of the aforementioned taxes or duties to its fees, the Provider shall do so by computing the applicable tax and including it on the invoice

for the Subscription Fees and other fees.

5.3. The Provider has the right to access the Subscriber's account to audit the Subscriber's seat count and usage by the seat type. The Provider has the right to invoice the Subscriber's seat count and usage by the seat type that exceed the subscribed seat count and type.

5.4. All invoices by the Provider will be rendered in the currency defined in the Service Order Form and will be payable in full by the Subscriber together with any sales tax or value added tax (if applicable) within thirty (30) days of receipt. When the Subscriber's payment for the Services is thirty (30) days late, the Provider reserves the right to suspend the Service by giving a notice to the Subscriber. Notwithstanding the Provider's right to suspend the Service, the Provider is entitled to charge one (1.0%) percent per month interest on all overdue Subscription Fees.

6. Misuses of the Service

6.1. The Subscriber, its Admin User, and Users shall not use the Service contrary to this Agreement, the law, orders of any authorities or good practices, nor for purposes that are in contradiction with any of the aforementioned.

6.2. The Subscriber shall use the Service in a way which, to the best of its knowledge, ensures that the use does not interfere with the functioning of the Service.

6.3. The Subscriber is liable for any data or material stored to the Service by the Subscriber and/or created using the Service or delivered through the Service to third parties. The Provider is not responsible for any claims and/or disputes related to such material or any possible damages or costs they may cause to the Subscriber or a third party.

7. Interruption to the Service

7.1. The Provider may, upon reasonable written notice to the Subscriber, interrupt the Service in whole or in part to install updates, new features, bug fixes, and other improvements. The Provider uses its commercial best effort to minimize such interruptions and their potential inconvenience to the Subscriber.

7.2. The Service may be subject to limitations, delays, and other problems inherent to the use of internet and electronic communications. The Provider is not responsible to the Subscriber or third party for any such delays, delivery failures, loss of the Subscriber's data or other damages, losses, or costs resulting from such interruptions.

8. Changes to the Service

8.1. The Provider may at any time change any working methods used in the production of the Service, any devices, telecommunication links, applications or other parts of the Service or systems related to the Service, and may further change the subcontractors it uses, if such changes in the Provider's sole discretion are necessary and at no time degrade or materially alter the Services provided.

9. Data protection and data security

9.1. The Provider shall process the personal data in the Service only on behalf and at the request and direction of the Subscriber. Notwithstanding the foregoing, the Provider shall take commercially reasonable efforts to protect all data stored in the Service against any unauthorized disclosure or access. At the Subscriber's request, the Parties may negotiate a separate Data Processing Agreement.

9.2. The Provider processes information that may be considered as identification data according to applicable law. Such identification data refers to data that can be associated with an individual User that is processed in communication networks for the purposes of transmitting, distributing or providing

messages. The Provider records identification data only as it relates to the use of the Service and data security in relation thereto. The Provider does not disclose User's personal data or identification data of the Service to third parties.

- 9.3. The Provider may use cookies in the technical implementation of the Service. With the help of cookies, the Provider is able to improve the usability of the Service and offer individualized information and services to the users of the Service. For avoidance of doubt, the cookies do not contain the Subscriber's confidential information.
- 9.4. The Provider is not responsible for destruction, disappearance, change or delay in delivery of any content or data transferred through the Service.
- 9.5. The Subscriber recognizes and accepts that the Service is supplied in the form of a so called cloud service, provided by the Provider's technology partners. At the Subscriber's request, the Provider stores and processes the Subscriber's data, including its Users' personal data, either in the USA or the EU/EEA.

10. Confidentiality

- 10.1. Each Party may use the Confidential Information of a disclosing Party only for the purposes of this Agreement and must keep confidential all Confidential Information of each disclosing Party except to the extent the recipient of any Confidential Information is required by law to disclose the Confidential Information, in which case the recipient shall provide prompt notice of such legally compelled disclosure.
- 10.2. Either Party may disclose Confidential Information to those of its employees, advisers, and consultants who have a need to know the same for the purposes of this Agreement. The Subscriber is permitted to share Confidential Information of the Provider to any of the Subscriber's affiliated companies and any of their employees, advisers, and consultants.
- 10.3. The obligations of confidentiality under this Agreement do not extend to information that:
 - 10.3.1. Was rightfully in the possession of the receiving Party before the execution of this Agreement or is subsequently received from a third party.
 - 10.3.2. Is, or after the day this Agreement is signed, becomes public knowledge (otherwise than as a result of a breach of this Agreement).
 - 10.3.3. Is required by law to be disclosed or by order of statute, regulation, securities commissions, courts, regulators, or other authorities or bodies.
- 10.4. Notwithstanding the provisions of this Section, solely with the Subscriber's prior written consent, including email, which may be revoked at the Subscriber's sole discretion, the Provider is entitled to include the Subscriber on its reference list and include the Subscriber's logo on the Provider's website. The Provider is also entitled to send by email to all Users material related to using the Service.
- 10.5. The expiry of the Agreement shall have no effect on the validity of the confidentiality obligations.
- 10.6. In the event of a breach of these Confidentiality obligations, the breaching Party will notify the non-breaching Party within seventy-two (72) hours of becoming aware of any such breach.

11. Intellectual property rights

- 11.1. All intellectual property rights relating to the Service, Provider's Content, methods, software, material, and processes, as well as to any work in relation to the performance of the Service and to any material arising from such work, belong to the Provider, its cooperation partners, or any of their subcontractors. No such rights are transferred on the basis of this Agreement to the Subscriber, the Users, the Admin Users, or any other party.

- 11.2. The Subscriber may not delete, amend, or cover any signs of copyright, trademark or other intellectual property rights, nor in any other way change the Service or any documentation relating to the Service.
- 11.3. The Subscriber hereby agrees that any intellectual property rights in the development of ideas and findings or know-how (whether presented orally or in written form by the Subscriber or the Provider) pertaining to the Service ("Feedback") and any materials on which such Feedback is imprinted on belongs absolutely and vests in the Provider and that the Subscriber will not be entitled to any additional compensation in relation to Feedback.
- 11.4. All intellectual property rights relating to any content, reports, configuration, notes, materials, business processes, documents, or other information which the Subscriber uploads or adds to the Service and to any material and ideas arising from such work, belong to the Subscriber. The Provider agrees that all information which the Subscriber uploads on the system shall remain the sole and exclusive property of the Subscriber and that nothing contained herein shall be considered as granting the Provider any proprietary rights in such information.

12. Liability for infringements of third-party intellectual property rights

- 12.1. The Provider is responsible for ensuring the Service does not infringe on a third-party's intellectual property rights. The Provider shall, at its own expense, defend the Subscriber against any alleged infringement of any patent, trademark, or copyright related to the Service. The Provider, at its sole discretion, may replace or modify the Service or may obtain a license for the Subscriber for continued use of the Service or a functional equivalent.
- 12.2. If none of the aforementioned alternative actions are deemed commercially reasonable by the Provider, the Subscriber shall agree to cease use of the Service and the Provider shall refund the Subscriber for any Subscription Fee which had been paid in advance on a pro rata basis from the date of termination.

13. Indemnification

- 13.1. Each Party shall indemnify, defend and hold harmless the other Party, its affiliates and their respective shareholders, members, directors, managers, officers, employees and agents from any and all third-party liabilities, damages, claims, suits, judgments, costs and expenses (including reasonable attorney fees), directly or indirectly incurred, as a result of any breach of this Agreement, negligence, or other act or omission by the indemnifying Party.

14. LIMITATION OF LIABILITY AND DAMAGES

- 14.1. NEITHER PARTY IS LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF OPPORTUNITY, LOSS OF CONTRACTS, COST OF REPLACEMENT SERVICE OR FINANCIAL GAIN, THE REDUCTION OF REVENUES OR PRODUCTION, THE FAILURE TO PERFORM OBLIGATIONS TO A THIRD PARTY OR OTHER SIMILAR INDIRECT DAMAGES.
- 14.2. THE MAXIMUM LIABILITY FOR DAMAGES OR BREACH OF REPRESENTATIONS AND WARRANTIES OF EITHER PARTY SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO TWELVE (12) MONTHS' SUBSCRIPTION FEES.
- 14.3. The above limitations shall not apply in the event of:
 - 14.3.1. Willful misconduct or fraudulence.
 - 14.3.2. Gross negligence.
 - 14.3.3. Any breach of either Party's Confidentiality obligations as described in Section 10.
 - 14.3.4. Any breach of Sections 11 or 12 (intellectual property rights).
- 14.4. The Provider is under no circumstances responsible for, and shall have no liability to compensate costs, expenses, or damages caused by the following:

- 14.4.1. Any conditions for the use of the Service that fall under the responsibility of the Subscriber.
- 14.4.2. Content and data that the Subscriber or Users has stored in or through the use of the Service, including the usability and correctness of such content and data.
- 14.4.3. Unauthorized use of the Service or software or for any attempt of unauthorized use.
- 14.4.4. Malfunctions, capacity problems or interruptions in the telecommunication network, interruption or termination of the Service, which is not attributable to the Provider.

15. Validity and termination of the Agreement

- 15.1. This Agreement is valid from the Subscription Start Date until terminated in writing.
- 15.2. After the Initial Term, the subscription will automatically renew for a term that is of the same length as the Initial Term ("Renewal Term") unless The Subscriber provides written notice of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or the then-current renewal term.
- 15.3. The Subscriber may terminate the Agreement and Subscription in writing with immediate effect, if:
 - 15.3.1. The Service materially deviates from what has been agreed, provided that the Provider does not within a fifteen (15) day period after the Subscriber's written notice thereof remedy the Service so that it corresponds to the agreed Service.
 - 15.3.2. The Provider is in material breach of the Agreement and does not remedy the breach within twenty-eight (28) days after the Subscriber's notice thereof.
 - 15.3.3. The Provider is bankrupt, in liquidation or otherwise insolvent.
 - 15.3.4. For breach of any of the warranties in clauses 16.1 and 16.2.
- 15.4. The Provider may terminate the Agreement and Subscription with immediate effect either in whole or in part, if:
 - 15.4.1. The Subscriber is in material breach of the Agreement.
 - 15.4.2. The Subscriber has not paid a due invoice within thirty (30) days of receipt.
 - 15.4.3. The Subscriber is bankrupt, in liquidation or otherwise insolvent.
- 15.5. If the Subscriber terminates the Agreement and Subscription in accordance with Section 15.3, the Provider shall refund the Subscriber for any Subscription Fee which had been paid in advance on a pro rata basis from the date of termination. The Provider's termination of the Agreement and Subscription in accordance with Section 15.4 does not affect the Subscriber's obligation to pay the Subscription Fees.
- 15.6. Once the Subscription has expired, the Provider will remove the Subscriber data stored using the Service within 30 days. After the termination or expiry of this Agreement, the Provider shall assist the Subscriber in exporting or otherwise extracting the Subscriber's data and analysis, reports, or other manipulation thereof stored with the Service. The Provider shall not be liable for any loss of data or information stored or processed in the Service after the Subscription has expired.

16. Warranty

- 16.1. The Provider warrants that the Service is free from material defects in materials and workmanship under normal use and substantially conforms to the Scope of Service described in Appendix B. The Provider also warrants that the Service does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware or hardware or which could reveal any data or other information accessed through or processed by the Services. The Provider further warrants that the Provider has acquired and shall maintain in effect at all times during the Initial Term and renewal terms of the Subscription any licenses and/or permits and/or mandated insurances necessary for providing the Services and it shall at all times comply with all applicable laws and regulations.

16.2. During the term of an applicable Service Order Form, the Provider, at its sole option and expense may make reasonable efforts to correct material defects in the Services that are identified and documented by the Subscriber, and confirmed by the Provider, or may replace the defective Services. The Provider's obligation hereunder is to replace or make reasonable efforts to take corrective action with regards to such defect. This warranty shall not apply if the Services have been (i) altered, modified, or enhanced without the prior written consent of the Provider; (ii) subjected to misuse, negligence, computer or electrical malfunction; or (iii) used, adjusted, installed, or operated other than in accordance with any applicable documentation, or as authorized in writing by the Provider.

17. Miscellaneous

17.1. Notices. The Provider shall send invoices and other notices to the invoicing address provided by the Subscriber in the Service Order Form. The Subscriber shall send notices to the Provider at the address noted on the Service Order Form or by sending an email to mgmt@midaxo.com. Such notice shall be deemed received on the day of sending if transmitted on a business day or on the first business following transmission if sent on a non-business day.

17.2. Dispute. If there is a dispute about this Agreement, the Service, or any non-contractual disputes arising out of this Agreement or Service, the Parties shall make every effort to settle the dispute within thirty (30) days. If the Parties are unable to resolve the dispute, the law of the State of Delaware shall apply to the dispute and the courts in the State of Delaware shall have exclusive jurisdiction over any such dispute.

17.3. Amendments to the terms of Agreement

17.3.1. Any amendments to the terms of this Agreement must be in writing and signed by the Parties.

17.3.2. Notwithstanding Section 17.3.1, the Provider may modify the terms to reflect changes to the law or to make non-material changes to the Scope of the Service as described in Appendix B.

17.4. Force majeure. The Parties shall be exempted from the obligation to perform and from liability for damages, if the Service cannot be supplied or obligations of the Agreement cannot be complied with due to a force majeure. Force majeure shall mean any circumstance that reasonably has not been anticipated and the effects of which cannot reasonably be overcome or avoided. Such a circumstance may include but are not limited to a national state of emergency, an industrial dispute, a fire, a thunderstorm, a storm, a natural catastrophe, an order of the authorities, cable or other such damage caused by a third party, flood and water damage, overloading in the electrical network, the interruption of the supply of energy or other essential raw material or any other to the effects that are comparable and beyond the Provider's reasonable control. Force majeure encountered by a subcontractor of the Provider or a licensor of a service used as part of the Service shall also be considered as a ground for exemption from liability for the Provider.

17.5. Severability. Should any provision of this Agreement be deemed or found to be invalid or unenforceable for any reason, such provision shall be severed from the Agreement and the validity or enforceability of the remainder of the Agreement shall not be affected.

17.6. Waiver. Failure or neglect by either Party at any time to enforce any of the provisions of the Agreement shall not be construed as, neither shall it be deemed to be, a waiver of the respective rights of that party nor in any way affect the validity of the whole or any part of the Agreement nor prejudice that party's rights to subsequent action.

17.7. Third-party rights. Nothing contained in this Agreement shall confer or purport to confer on any third party any benefit or right to enforce any term of the Agreement.

17.8. Insurance. The Provider shall maintain, for the entire term of this Agreement, a comprehensive or commercial general liability policy affording protection of not less than a combined single limit of USD 1,000,000 per occurrence with a USD 2,000,000 aggregate limit of liability.

18. Transfer of the Agreement

18.1. Neither Party may transfer the Agreement or any of its obligations or rights under the Agreement to a third party without the consent of the non-assigning party, such consent not to be unreasonably withheld or delayed; provided, however, that either Party shall be permitted to assign this Agreement to the acquirer of all or substantially all of the asset or equity of such Party, whether via sale or merger, without the consent of the other Party. The use of the Service by any affiliated companies of the Subscriber is not considered a transfer of the Agreement.

19. Entire agreement

19.1. This Agreement represents the entire understanding between the parties in relation to the provision of the Services and replaces all prior communications, agreements, representations, warranties, undertakings and agreements of whatsoever nature whether oral or written between the parties.

20. Attachments and order of priority

20.1. This Agreement with its appendices and annexes (if any) sets forth the entire agreement and understanding between the Parties relating to the subject matter contained herein and merges all prior discussions between them. In case of any discrepancies between the Agreement documents, they shall prevail in the following order:

1. Service Order Form that executes this Agreement
2. This Agreement
3. The Appendices to this Agreement

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Appendix A - Service Level Agreement

Uptime

The Subscriber can access the Service (including without limitation the Amazon platform) continuously, twenty-four (24) hours a day at a rate of 99.5% to 100% (“SaaS Services Uptime Metric”). The SaaS Service Uptime Metric does not apply to performance issues caused by the following:

- Scheduled maintenance breaks, provided that the Provider uses commercially reasonable efforts to schedule them on weekends or between 2:00 am and 6:00 am Eastern Time on business days
- Overall Internet congestion, slowdown, or unavailability
- Unavailability of generic Internet services (e.g. DNS servers) due to virus or hacker attacks or the Provider’s preventive measure to protect from damage
- Force majeure events as described in the terms of the Agreement
- Actions or inactions of the Subscriber (unless undertaken at the explicit direction of the Provider) or third parties beyond the control of the Provider
- A failure of the Subscriber’s equipment or third-party computer hardware, software, or network infrastructure not within the Provider’s sole control
- Other scheduled maintenance breaks with an advance notice
- In addition to the scheduled maintenance breaks, larger upgrades and patches may sometimes require additional downtime. In those cases, the Provider will schedule the downtime in advance.

Should the Provider fail to meet the SaaS Services Uptime, the Provider will compensate the Subscriber with a discount as follows:

SaaS Services Uptime	Compensation
Between 99.5% - 100%	-
Between 99.0% - 99.4%	5% discount for that month’s subscription fee
Between 99 % - 95%	25% discount for that month’s subscription fee
Between 95% - 90%	50% discount for that month’s subscription fee
Below 90%	100% discount for that month’s subscription fee

Response time

The Provider agrees to the issue response times as follows:

Severity	Description	Standard response time
1	Critical business impact/service down: Business critical functionality is not working or the service is unavailable, resulting in a critical impact on the customer’s operations.	<ul style="list-style-type: none"> • Within 2 hour during business hours Monday-Friday • Next business day outside of business hours
2	Significant business impact: A key feature or function is severely restricted in its use. The customer is in jeopardy of missing business deadlines.	<ul style="list-style-type: none"> • Within 4 hours during business hours Monday-Friday • Next business day outside of business hours
3	Minor business impact: A minor issue with the service or with functionality that does not have a critical impact on operations.	<ul style="list-style-type: none"> • Next business day
4	Minimal business impact: An inquiry or non-technical request.	<ul style="list-style-type: none"> • Next business day

For the purposes of this Service Level Agreement, business hours shall mean normal business hours in the location of the Subscriber.