Centric Software Purchase Terms and Conditions – Goods and/or Services

These terms and conditions shall apply to the purchase of the goods and/or services described on purchase orders ("*Purchase Order(s)*") issued by the Centric Software entity set forth in the shipping address of the Purchase Order ("*Centric Software*") to the individual or entity identified as the vendor ("*Vendor*") on the face of the Purchase Order(s) and shall become a binding contract subject to these terms and conditions (the "*Agreement*") upon either issuance of an order acknowledgment by Vendor or substantial performance by Vendor. Each Centric Software entity shall be responsible for its own actions, there shall be no joint or several liability among and between any Centric Software entities.

1. <u>Affiliate.</u> Affiliate means a company or entity that directly or indirectly controls, is controlled by or is under common control with another company or entity, where "*control*" means: (i) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors, or (ii) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities. Such entity shall be deemed to be an Affiliate only so long as such ownership or control exists.

2. <u>Goods and/or Services Purchased.</u> Vendor agrees to sell to Centric Software and Centric Software agrees to purchase under the terms of this Agreement, the goods specified ("*Goods*") and/or the services specified ("*Services*") on the Purchase Order. Vendor shall have five (5) calendar days after receipt to reject any Purchase Order. If not rejected, such Purchase Order shall be deemed accepted. Centric Software objects to any different or additional terms in Vendor's acceptance of any Purchase Order and such terms shall be deemed rejected and of no effect unless expressly approved by Centric Software in writing. For the purposes of this Agreement, Goods and/or Services may collectively be referred to as "*Purchased Items.*"

3. <u>Pricing.</u> Except as specifically provided herein, pricing shall be as set forth on the face of the Purchase Order. Transportation and related insurance charges shall be itemized and prepaid by Vendor and considered reimbursable charges and subject to the terms set forth below. No additional charges of any kind will be allowed without the prior written approval of Centric Software. All reimbursable charges must be preapproved by Centric Software in writing and billed at cost.

4. <u>Title and Intellectual Property Rights</u> (A) Title and risk of loss shall pass to Centric Software upon receipt of conforming Purchased Items at Centric Software' shipping address. If Centric Software is purchasing on behalf of its customer, Centric Software shall have the right to sell and transfer the Purchased Items to its customer. (B) Upon receipt of final payment for the Purchased Items rendered by Vendor under this Agreement, Centric Software shall have good and marketable title to the Purchased Items, including the technical notes, and tangible and intangible (including inventions) deliverables, whether in the nature of Goods, Services or any work product resulting therefrom ("*Deliverables*"), required to be delivered under the Purchase Order. All Deliverables shall be defined as "works for hire." Vendor hereby assigns to Centric Software (i) all right, title and interest, including without limitation any copyright, mask work, patent, trade secret, trademark (including the goodwill associated therewith) and other intellectual property rights in and to Deliverables, and (ii) the entire, exclusive, perpetual, worldwide, fully paid-up, rights of exploitation and use of all or part of the Deliverables. This includes, but it is not limited to, the rights and license on any media and for any purpose (i) to use, execute, reproduce, represent, adapt, translate, display, perform, lease, sell or otherwise transfer, port, modify, correct, broadcast by any means, integrate, maintain, and arrange the Deliverables, and/or (ii) to make available on the market, distribute, and sublicense, authorize any third party to do any of the aforementioned acts. Vendor shall also provide reasonable assistance to perfect Centric Software' rights and title to such Deliverables, at Centric Software's request and expense. To the extent that any Deliverable contains any material or intellectual property rights not first developed by Vendor in the course of performing Services hereunder ("*Background Materials*"), Vendor shall clearly identify all such Background Materials to Centric Software prior to the delivery of the Deliverables and all intellectual property rights shall remain with the Vendor; however Vendor grants to Centric Software under any and all intellectual property rights a nonexclusive, irrevocable, royalty free, and worldwide license to use all Background Material including, without limitation, the right to make, have made, sell, offer for sale, rent, lease, import, copy, create derivative works, display, perform, and distribute the Background Material. Vendor warrants that it has good and marketable title to the Background Materials and Deliverables and that it shall not incorporate into any Deliverable any material that would infringe any copyright, trade secret, trademark, patent or other intellectual property rights of any person or entity.

5. <u>Shipping, Packaging and Packing.</u> Vendor shall ship all Goods via carrier of Vendor's choice. All Goods purchased hereunder must be packed and packaged to ensure their safe delivery in accordance with good commercial practice. Vendor shall mark on containers: handling and loading instructions, shipping information, Purchase Order number, shipment date, names, and address of Vendor and Centric Software. An itemized packing list together with a copy of the original freight bill must accompany each shipment.

6. <u>Delivery.</u> TIME IS OF THE ESSENCE FOR THE DELIVERY OF ALL PURCHASED ITEMS UNDER THIS AGREEMENT. Vendor shall not deliver Goods ahead of schedule without prior written authorization of Centric Software. Centric Software shall have the right to cancel any Purchase Order without liability if the delivery is delayed more than twenty (20) calendar days. Centric Software may postpone delivery of any Goods without liability.

7. <u>Changes, Additions, and Deletions.</u> Centric Software shall have the right, by written notice to Vendor, to modify this Purchase Order. Should the modification cause a change in the price, quantity or scope of the Purchased Items or in the time required for performance, then an appropriate and mutually agreeable adjustment may be made; provided, however, that any claim by the Vendor must be made in writing within fifteen (15) calendar days from the receipt by Centric Software of Vendor's notice of acceptance of change.

8. <u>Inspection and Acceptance.</u> (A) All Goods are subject to inspection and acceptance by Centric Software at Centric Software' designated facility. All Goods shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) calendar days of delivery of Goods at Centric Software' designated facility. Failure by Centric Software to inspect and accept or reject Goods shall not relieve Vendor from its warranty responsibility. If Centric Software rejects any or all of the Goods, Centric Software may, at its sole discretion: (i) return such rejected Goods and receive a full refund of any payments made; or (ii) require Vendor to repair or replace the rejected Goods within fifteen (15) calendar days of the date said Goods are returned to Vendor. Vendor shall be responsible for transportation and insurance costs (both ways) for those Goods returned to Vendor. Any Goods repaired or replaced shall also be subject to all the provisions of this Section 7 to the same extent as the Goods initially furnished. (B) All Services (including Deliverables) are subject to acceptance by Centric Software. Services (including Deliverables) shall be deemed accepted unless written notice of rejection is provided to Vendor within thirty (30) days after delivery of the Services to Centric Software. For those rejected Services or Deliverables, Vendor, at Centric Software' option, shall either (i) remedy those nonconforming portions; or (ii) credit Centric Software for the value of the nonconforming Services and/or Deliverables. Failure by Centric Software to accept or reject Services and/or Deliverables shall not relieve Vendor from its warranty responsibility.

9. <u>Payment Terms; Renewals; Taxes and Duties.</u> (A) Centric Software shall pay for Purchased Items within sixty (60) days after receipt of invoice and delivery and acceptance of the goods or complete performance of the service, unless otherwise set forth on the Purchase Order. (B) Centric Software does not agree to any automatic renewals. Any renewal of the Goods and/or Services shall be subject to Centric Software's prior written notice of renewal, and shall be at Centric Software's current rate, unless otherwise agreed to in writing by Centric Software. (C) Prices set forth in the Purchase Orders are exclusive of applicable sales, use, excise, value added or similar taxes, unless expressly identified as such. Centric Software will pay as a separate item the gross amount of any such taxes, appropriately identified, but not including income tax. (D) In lieu of Centric Software paying any of the taxes set forth above, Centric Software may furnish Vendor with a tax exemption certificate.

10. <u>Warranty.</u> (A) In addition to any other express or implied warranties, Vendor warrants that the Purchased Items, furnished pursuant to the Purchase Orders shall be: (i) free from liens and encumbrances and any other defects in title; and (ii) meet or exceed the standards required by all applicable laws and regulations; and (iii) for a period of ninety (90) calendar days following Centric Software' acceptance, conform to the specifications, drawings, samples, symbols or other description specified by Centric Software, and (d) be new (subject to the inclusion of Background Materials as permitted herein) and free from defects in design, material and workmanship. Notwithstanding the foregoing, if Vendor is not the manufacturer of Goods delivered pursuant to this Agreement, Vendor hereby assigns to Centric Software all warranties and related remedy rights Vendor may have or obtain under its agreement with the manufacturer of the Goods delivered. Vendor shall also be responsible for work performed by any Vendor's subcontractors in delivering the Purchased Items and shall require any subcontractor to comply with the terms set forth herein. (B) In addition to any other express or implied warranties, Vendor warrants that any Services furnished pursuant to this Agreement shall be performed diligently, timely, professionally, and in accordance with all applicable professional and industry standards and applicable laws and regulations.

11. <u>Indemnity.</u> Vendor agrees to indemnify, defend and hold harmless Centric Software, its officers, directors, employees, agents, affiliates, and customers (as applicable) against any and all claims losses, damages, costs and expenses, including reasonable defense costs, arising from any claim or action based on (i) infringement of the intellectual property rights of any third party by Purchased Items (including Deliverables); (ii) any other acts or omissions of Vendor or its

agents or subcontractors; (iii) any claim of product liability in any way relating to the performance or delivery of the Purchased Items under this Agreement; and (iv) any breach of this Agreement by Vendor or (v) breach of any confidential or data privacy and security obligations.

12. <u>Confidentiality</u>. (A) "*Confidential Information*" as used in this Agreement shall mean any and all information, regardless of whether kept in a document, in an electronic storage medium, or in Vendor's memory, and includes but is not limited to all data, compilations, programs, devices, strategies, concepts, ideas, and methods concerning or related to: Centric Software's financial condition, results of operations, and amounts of compensation paid to officers and employees; Centric Software's business or operations, including, past, present, and future plans and expectations; marketing and sales programs of Centric Software, the terms and conditions of sales and offers of sales of products or services by Centric Software, roadmaps, and strategic plans; the terms, conditions, and current status of Centric Software's agreements and relationships with any customers, suppliers, or other entities; the identities and business preferences of Centric Software's actual and prospective customers and suppliers or any employee or agent thereof with whom Centric Software communicates, along with Centric Software's practices and procedures for identifying prospective customers; the names and identities of any and all of Centric Software's customers, including any and all customer lists or similar compilations; the know-how, manufacturing processes and techniques, Trade Secrets, regulatory approval strategies, computer programs, data, schematics, design work, formulas, compositions, service techniques and protocols, new and existing product designs and specifications, any modifications to such product designs and specifications, and any other skills or ideas developed, accumulated, or acquired by Centric Software; personnel information, including the productivity and profitability (or lack thereof) of Centric Software's employees, agents, or independent contractors; any communications between Centric Software or its officers, directors, shareholders, or employees and any attorney retained by Centric Software for any purpose or any person retained or employed by such attorney for the purpose of assisting such attorney in his or her representation of Centric Software; the cost or overhead associated with the goods and services provided by Centric Software, along with Centric Software's pricing structure for its goods or services, including its margins, discounts, volume purchases, markups, or incentives; any other proprietary or confidential information, including but not limited to any materials or any oral and written communications marked "confidential," "proprietary" or similarly marked; <u>AND</u> any materials which a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential. As used herein, "*Trade Secrets*" means information which (i) is secret in the sense that the information is not known either by the public at large or by the experts of the sector in question (ii) has independent commercial value, actual or potential, because it is secret, and (iii) has been subject to reasonable steps, taken by the person lawfully in control of the information, to keep it secret. (B) Vendor will use the Confidential Information solely to provide Goods and/or Services for the benefit of Centric Software. Vendor agrees that it shall treat all Confidential Information of Centric Software with the same degree of care as it accords to its own Confidential Information, and in no event shall Vendor exercise less than reasonable care in protecting Centric Software's Confidential Information. If Vendor is not an individual, Vendor agrees that it shall disclose Confidential Information of another party only to those of its employees who need to know such information and certifies that such employees have previously agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions at least as restrictive as those provided in this Agreement. Vendor will immediately give notice to Centric Software of any unauthorized use or disclosure of the Confidential Information. Vendor agrees to assist Centric Software in remedying any such unauthorized use or disclosure of the Confidential Information. (C) Vendor's obligations under Section 12(B) with respect to any portion of Confidential Information shall terminate when Vendor can document that: (i) it was in the public domain at or subsequent to the time it was communicated to Vendor by the disclosing party through no fault of Vendor; (ii) it was rightfully in Vendor's possession free of any obligation of confidence at or subsequent to the time it was communicated to Vendor by the disclosing party. A disclosure of Confidential Information (x) in response to a valid order by a court or other governmental body, (y) otherwise required by law, or (z) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Vendor shall provide prompt written notice thereof to enable Centric Software to seek a protective order or otherwise prevent such disclosure.

13. <u>Cybersecurity</u>. "*Centric Software Data*" means the data and/or databases (including Centric Software Personal Data and Confidential Information) communicated, provided and/or made accessible, directly or indirectly, by any means (including via the Goods or Services) to Vendor by Centric Software, an Affiliate, any user and/or any person on their behalf in the course of the performance of this Agreement. During the performance of the Agreement, and as long as Vendor processes Centric Software Data, Vendor undertakes to implement appropriate physical, technical and organizational safeguards in accordance with industry best practices such as ISO/IEC 27001, NIST SP800-53 or SOC 2 type 2, to ensure the security of the Goods or Services and the Centric Software Data in all of its components (availability, integrity, confidentiality). Such safeguards shall include but not limited to, the following:

- In case of Security Incident (means any actual or reasonably suspected : (i) unauthorized use, alteration, disclosure or theft of or access to Centric Software Data managed or controlled by or otherwise in the possession of Vendor; (ii) accidental or unlawful destruction of Centric Software Data managed or controlled by Vendor; (iii) loss of Centric Software Data controlled or managed by Vendor; or (iv) digital or physical security breach affecting the availability of the Services or Goods (v) if applicable, unauthorized access of Centric Software systems, including without limitation, any of the foregoing described in the (i) to (v) caused by or resulting from a failure, lack or inadequacy of security measures of Vendor), Vendor shall notify Centric Software without undue delay and in all cases no more than within 48 hours after discovering or being informed of the Security Incident, by sending an email to privacy@centricsoftware.com. In addition, Vendor shall promptly conduct a reasonable investigation of the reasons for and circumstances surrounding such Security Incident. Upon Centric Software request Vendor shall provide Centric Software with the result of the investigation including the forensics report related to this Security Incident.

- Vendor shall notify to Centric Software by sending an email to privacy@centricsoftware.com, as soon as it becomes aware of them, all critical vulnerabilities (CVSS ≥ 9) affecting the Services or the Goods.

- Vendor shall communicate to Centric Software and maintain operational, during the Agreement, a cybersecurity generic email address.

- Vendor shall guarantee that prior to the execution of the Services his staff members have attended a cybersecurity training compliant with the state of the art in such matter, including but not limited to regarding the current threats, computer security practices and social engineering.

- Vendor shall keep its staff members well trained on this topic during the term of the Agreement and ensure that potential subcontractors have received the same level of training on this topic as well. Upon termination or expiry of the Agreement, Vendor shall promptly return to Centric Software in a readable format all Centric Software Data in its possession or control and shall delete all existing copies including backups without undue delay.

- Vendor shall perform background checks on its staff members prior to their hiring.

14. <u>Termination.</u> (A) *General.* Either party may terminate this Agreement effective immediately and without liability by written notice to the other if any one of the following events occur: (i) the other files a voluntary petition in bankruptcy or is adjudged a bankrupt; (ii) a court assumes jurisdiction over the assets of the other party under a federal reorganization act; (iii) the other becomes insolvent or suspends business or makes an assignment for the benefit of its creditors or (iv) breach of confidentiality. (B) *Termination for Convenience*. Centric Software reserves the right to cancel a Purchase Order or any part thereof, or terminate this Agreement, which cancellation or termination shall be effective upon one week's prior written notice to Vendor. Upon receipt of such notice, Vendor shall immediately stop all work being performed in connection with the terminated Purchase Order. Centric Software's sole responsibility to Vendor shall be to pay the agreed price for such (i) Goods that have been satisfactorily delivered; or (ii) Services that have been satisfactorily performed. No allowance shall be made to Vendor for any overhead or anticipated profit for undelivered Purchased Items. Centric Software' maximum liability on account thereof shall be the agreed price for the Purchased Items as set forth in paragraph 2 above, and Vendor shall deliver to Centric Software any inventory paid for by Centric Software pursuant to the terms herein. Payment as provided for herein shall constitute Centric Software' entire liability in the event of any such cancellation or termination. (C) *Termination for Cause*. Upon material breach of this Agreement by either party (the "*Breaching Party*"), the other party (the "*Non-breaching Party*"), may terminate the Agreement by providing written notice that specifies the material breach in detail. The Breaching Party shall have thirty (30) days to cure such material breach. If such material breach remains uncured, termination pursuant to this Section shall be effective immediately. Upon termination, Vendor shall provide Centric Software all Purchased Items existing as of the termination date and Centric Software shall pay Vendor for those Purchased Items satisfactorily performed or delivered as of the date of termination. (D) *Survival of Certain Clauses*. The obligations under Sections 4, 9, 10, 11, 12, 13, 14, 15 and 16 shall survive and remain in effect notwithstanding the termination or expiration of this Agreement.

15. <u>Data Privacy</u>. "*Applicable Data Protection Legislation*" means any data protection laws and all other regulations that may be applicable to the processing of Personal Information under this Agreement, including, as applicable, the General Data Protection Regulation (EU) 2016/679. "*Personal Data*" shall have the same meaning as in the Applicable Data Protection Legislation. Vendor warrants that to the extent Vendor maintains, acquires, discloses, uses, or has access to any Personal Data and "protected health information" or "data concerning health" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR §160.103 and GDPR, respectively, Vendor shall comply with all applicable data privacy and security laws, which include without limitation any federal, state, regional, territorial or local rules, laws, statutes or regulations governing the privacy and security of Personal Identifiable Information, social security numbers and the

security breach notification requirements and procedures. In particular, Vendor undertakes to provide at least the same level of privacy protection as is required under the relevant principles of the Applicable Data Protection Legislation. For the purposes of this Agreement. Vendor is appointed as Processor, and shall process any Personal Data provided by Company for the sole purposes described in this Agreement and in accordance with all Applicable Data Protection Legislation.

Vendor represents and warrants that it shall (i) use the Personal Data exclusively to supply the Centric Software and/or perform the Services under this Agreement and pursuant to Centric Software' instructions, (ii) not disclose Personal Data to any third party, for free or for consideration, (iii) not transfer Personal Data to a country which does not provide an adequate protection as defined by applicable law, unless prior appropriate protection measures have been taken, (iv) implement all technical and organizational measures to protect Personal Data against any accidental or unlawful destruction, accidental loss, unauthorized alteration, communication or access, (v) immediately notify Centric Software in writing, upon its occurrence, any unauthorized access, disclosure, use, modification or destruction of Personal Data, (vi) cooperate with Centric Software (or its representatives) so that Centric Software may carry out an audit in order to assess Vendor's compliance with its obligations as set forth herein above, and provide Centric Software with all useful information relating thereto, (vii) inform its employees involved in the performance of the Services and/or the supply of the Goods under this Agreement of such obligations and ensure that these employees comply with the said obligations, and (viii) within fifteen (15) calendar days after Vendor's performance and final acceptance of the Services and/or supply of the Goods, destroy all Personal Data and provide Centric Software with a certification of such destruction within three (3) calendar days following such destruction. Vendor shall notify Centric Software in writing immediately if Vendor is no longer in compliance with any data privacy and security laws or there is a security breach and/or disclosure of and to Personal Data or other Confidential Information.

16. Miscellaneous.

(A) Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between the parties. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void or unenforceable, the other provisions shall remain in full force and effect and the affected provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the original intent of the parties.

(B) Modification/Waiver. No waiver, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by each of the parties hereto. Centric Software' failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No remedy referred to in this Agreement is intended to be exclusive.

(C) Assignment. Except as specifically set forth herein, Vendor shall not assign this Agreement or any of its rights or delegate any of its duties hereunder, in whole or in part, to any third party, without the prior written consent of Centric Software. Any attempt to assign by Vendor contrary to the terms of this Agreement shall be void. Centric Software may assign this Agreement to any party that is affiliated with Centric Software through direct or indirect majority ownership or control, and to any party that acquires all or substantially all of the business for which Purchased Items are ordered by Centric Software hereunder. Notwithstanding the foregoing to the contrary, Vendor shall be responsible for the performance of its subcontractors.

(D) Prohibitions on Gratuities. Vendor warrants that it has not and will not offer or give, to any employee or agent of Centric Software, any gratuity with a view toward securing any business from Centric Software or influencing such person with respect to the terms, conditions, or performance of any Purchase Order from Centric Software. Any breach of this warranty shall be a material breach of this Agreement and cause for immediate termination.

(E) Applicable Law. The law that will apply in any lawsuit arising out of or in connection with this Agreement, and the exclusive venue to adjudicate any such lawsuit, shall depend on where Vendor is domiciled as set forth in below. Each party agrees to the applicable governing law identified below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable court or arbitration venue above. The United Nations convention on contracts for the International Sale of Goods is specifically disclaimed.

Vendor domiciled in:	Governing Law	Exclusive Venue
North America, South America, or Asia (Excl. China, Taiwan)	California and controlling United States federal law	Courts in Santa Clara County, California, USA
Europe	France	Courts in Paris, France
China	People's Republic of China	Final and binding arbitration conducted in English in Shanghai at Shanghai International Arbitration Centre ("SHIAC")
Taiwan	Singapore	Final and binding arbitration conducted in English in Singapore at Singapore International Arbitration Centre ("SIAC")
None of the above	California and controlling United States federal law	Courts in Santa Clara County, California, USA

(F) Notices. Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (i) personally delivered, (ii) sent by Federal Express or other nationally recognized express courier service or (iii) sent by facsimile if further documented by a notice sent in accordance with sections (i) or (ii) above. Any notices given hereunder shall be addressed to the other party at the address shown on the face of the Purchase Order and shall be effective on actual receipt. Any notices to Centric Software shall include a copy to legal@centricsoftware.com.

(G) Force Majeure. Neither party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, or judicial action.

(H) Limitation of Liability. IN NO EVENT SHALL CENTRIC SOFTWARE BE LIABLE TO VENDOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST PROFITS OR LOSS OF DATA IN ANY WAY ARISING OUT OF THIS AGREEMENT OR PERFORMANCE THEREUNDER, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT AND WHETHER OR NOT VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL CENTRIC SOFTWARE'S AGGREGATE LIABILITY TO VENDOR EXCEED THE CONTRACT SUM FOR THE PURCHASED ITEMS WHICH ARE THE SUBJECT OF THE CLAIM.

(I) Independence of the Parties. Nothing contained herein shall be deemed to authorize or empower either party to act as agent for the other party or to conduct business in the name of such other party. Nothing contained herein shall be deemed to create between the parties a joint-venture or partnership. Personnel provided by Vendor to perform Services will not for any purpose be considered employees of Centric Software. Vendor will be responsible for their supervision, daily direction and control, as well as payment of salary and benefits, including applicable employment taxes, and Vendor is solely responsible for complying with applicable laws and regulations, including United States Federal Government immigration and visa requirements that allow Vendor personnel to perform Services.

(J) Social Responsibility. Vendor hereby represents and warrants that it has reviewed the Centric Software "*Vendor Code of Conduct*", available here: https://www.centricsoftware.com/legal/, and has agreed to be bound by such terms. Without limiting the generality of the foregoing, Vendor acknowledges and agrees that Centric Software will not tolerate bribery in any form in connection with the conduct of its business. In particular, Vendor shall (i) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption, (ii) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("Anti-Bribery Laws"), including the anti-bribery legislation of the governing law of this Agreement and similar applicable legislation in France, UK (Bribery Act 2010), and U.S. (FCPA), (iii) not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Laws, (iv) not do, or omit to do, any act that will cause Centric Software to be in breach of the Anti-Bribery Laws; and promptly report to the Centric Software any request or demand for any undue financial or other advantage of any kind received by Vendor in connection with the performance of this Agreement. Vendor shall promptly notify Centric Software during the validity of the Agreement of any facts or circumstances that would invalidate any of the warranties or assurances given in this section. Vendor agrees to encourage its own suppliers and subcontractors (within the limits authorized by this Agreement) to adhere to these commitments. In the event of non-compliance by Vendor with any of those commitments, such non-compliance shall constitute a material breach and Centric Software reserves the right to immediately terminate the Agreement and Vendor shall indemnify Centric Software against any losses (including any consequential loss or damage), liabilities, fees, damages, costs and expenses incurred by Centric Software as a result of such breach. Vendor shall immediately inform Centric Software of any risk of a conflict of interest prior to the performance of the Agreement and, during the performance of the Agreement, as soon as it has knowledge thereof, at the following address: legal@centricsoftware.com.

(K) Insurance. Vendor warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability, auto, and errors and omissions and technology errors and omissions coverage including without limitation network security and data breach, and if applicable, professional liability insurance covering all of its Vendor personnel and Services. All said policies shall be in amounts and with insurers reasonably acceptable to the Centric Software and, if Centric Software so requests, Centric Software shall be listed as an additional named insured and/or as an additional loss-payee under such policies. In no event shall Vendor carry any such insurance in amounts or with coverage less advantageous than is generally accepted among reputable businesses in Vendor's industry. In no event shall Vendor commence work without having the applicable insurance in place. Vendor shall, at Centric Software's request, furnish Centric Software with a certificate of Vendor's insurance. In no event shall the liability of Vendor, its agents or its subcontractors be limited to the extent of any of the minimum limits of insurance required under this section.

(L) Non-exclusivity. The parties shall be and remain free to enter into similar agreements with third parties.

(M) Audit. Throughout the term of this Agreement and for three (3) years thereafter, Vendor shall reasonably cooperate with Centric Software and will provide Centric Software with access to all necessary books and records maintained by Vendor relating to the provision of Purchased Items so that Centric Software (or such independent third parties as Centric Software shall appoint) may perform audits (including evaluation of Services and Deliverables), no less than once per year. Centric Software agrees that any such audit shall be conducted during normal business hours and only with prior written notice to Vendor of at least ten (10) business days.

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