

## **TERMS OF USE FOR JOURNYX, INC.**

This document makes available a copy of the terms of use under the master agreement for Journyx, Inc. This is for informational purposes only; your company has executed or will execute the applicable agreement with either or both companies, depending on the products and services you have purchased.

# JOURNYX MASTER SERVICES, SUBSCRIPTION AND LICENSE AGREEMENT

Version 2.2, published March 13, 2023.

THIS JOURNYX MASTER SERVICES, SUBSCRIPTION AND LICENSE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES. YOU WILL NEED TO SCROLL DOWN TO READ THIS AGREEMENT IN ITS ENTIRETY.

PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF THIS AGREEMENT IS EFFECTED BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY USING ALL OR ANY PART OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THOSE SECTIONS BELOW TITLED "LIMITATION OF LIABILITY," "WARRANTIES AND DISCLAIMER," AND "GOVERNING LAW." BY ACCEPTING THIS AGREEMENT, YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE. IF YOU DO NOT AGREE, DO NOT CLICK THE BOX INDICATING YOUR ACCEPTANCE, EXECUTE AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR USE ALL OR ANY PART OF THE SERVICES. YOU UNDERSTAND AND AGREE THAT WE MAY AMEND THIS AGREEMENT AND THE TERMS OF SERVICE SET FORTH HEREIN FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL MAKE ANY AMENDMENTS AVAILABLE TO YOU FOR REVIEW; IF YOU DO NOT AGREE WITH THE AMENDMENTS, DO NOT CLICK THE BOX INDICATING YOUR ACCEPTANCE, EXECUTE AN ORDER FORM THAT REFERENCES THE AMENDED AGREEMENT, OR USE ALL OR ANY PART OF THE SERVICES.

IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH COMPANY OR ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR USE OF THE SERVICES DURING THAT FREE TRIAL.

You may not access or use the Services if you provide products or services that are competitive with the Services, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring its availability, performance or functionality, or for any benchmarking or competitive purposes.

This Agreement is effective between you and us as of the date of your acceptance of this Agreement ("Effective Date").

## 1. DEFINITIONS

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Authorized Administrator"** means an individual that is authorized by you to have administrator-level access rights to the Services, which permit such individual to take the actions described in Section 4.4.

**"Biometric Data"** means any information based on an individual's biological measurements or physical characteristics that can be used to identify the individual, such as a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, regardless of how it is captured, converted, or stored.

**"Clock Services"** means our clock-as-a-service offerings, included among the Services, that offer subscriptions to extended warranties for certain hardware.

**"Cloud Services"** means our software-as-a-service offerings included among the Services. Cloud Services excludes Non-Journyx Applications.

**"Documentation"** means all user guides and technical specifications that we provide to you to assist you in understanding and using the Services, accessible at our website or as we may otherwise provide to you upon your request, as updated by us from time to time.

**"Downtime"** means the sum of the Downtime Minutes in a given month that begins when we are notified by your designated representative or when we independently determine that the Cloud Services included in Purchased Services are unavailable (whichever is the earlier) and ends when we restore the availability of the Purchased Services. For avoidance of doubt, Downtime does not refer to the inoperability of any hardware included in the Purchased Services.

**"Downtime Minutes"** means minutes during which you cannot access the Cloud Services included in Purchased Services due to a failure of the components thereof under our maintenance, excluding Planned Downtime.

**"Force Majeure Event"** has the meaning given in Section 11.4.

**"Hardware"** means terminals, clocks, biometric devices, scanners, readers, cards, controllers, or other hardware we provide to you under this Agreement.

**"Journyx"** means Journyx, Inc.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Monthly Uptime Percentage"** means the percentage calculated using the formula:  $[(User\ Minutes - Downtime) / User\ Minutes] \times 100$ .

**"Non-Journyx Applications"** means products and services (including but not limited to professional services, software, downloadable products and commercial off-the-shelf software) that are not part of the Services provided by Journyx.

**"On-Premise Software"** means any executable, object code version of one or more of Our software products included in the Services, or for use with the Services, that we provide to You for installation on Your premises. On-Premise Software excludes Non-Journyx Applications.

**"Order Form"** means written documents, authored by Us, that are entered into between You and Us or any of Our Affiliates from time to time to place Your orders hereunder, including addenda and supplements thereto. When You enter into an Order Form hereunder, Your Affiliates agree to be bound by the terms of this Agreement as if they were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

**"Planned Downtime"** means a period of unavailability of any Cloud Services included in Purchased Services that begins when We make such Cloud Services unavailable for maintenance or other technical purposes necessary to fulfill our obligations under this Agreement, and ends when We restore such Cloud Services' availability.

**"Privacy Statement"** means Our privacy statement published to our website, as updated from time to time.

**"Purchased Hardware"** means the title to Hardware that You or Your Affiliates purchase under an Order Form. For avoidance of doubt, Purchased Hardware is not among Our Services.

**"Purchased Services"** means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

**"Reseller"** means the third party, authorized by Us to resell our offerings, through which You procure Our products and services.

**"Resultant Data"** means data and information related to Your use of the Services that is used by Us in an aggregate or anonymized manner that does not identify You or any identifiable natural person, including to compile statistical and performance information related to the provision and operation of the Services.

**"Services"** means the Journyx products and services (including software, professional services, On-Premise Software, Cloud Services, Clock Services, or downloadable products that We provide to You at Your request) that You order under a free trial or an Order Form. "Services" exclude Non-Journyx Applications.

**"User Minutes"** means the sum of the minutes in a given month during which we make the Purchased Services available to each of Your Users in accordance with Section 4.2 of this Agreement.

**"Users"** means individuals that You authorize to use the Services and who have been provided with user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business. Users include Authorized Administrators.

**"We," "Us," or "Our"** means Journyx, Inc.

**"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

**"Your Data"** means any and all electronic information or data submitted by You to the Purchased Services or entered by You into the Purchased Services (or provided by You and entered by Us at Your request). Your Data does not include Resultant Data or any other information reflecting the access or use of the Services by You, or on Your behalf, by any User.

## **2. FREE TRIAL**

If You register on Our website (or successfully register with us in some other way as We may offer from time to time) for a free trial, We may make one or more Services available to You free of charge on a trial basis until the earlier of (i) the end of the free trial period for which you registered to use the applicable Service or (ii) the start date of any Purchased Services ordered by You.

**ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY DELETED, AND THEREFORE NO LONGER AVAILABLE TO YOU, AFTER THE END OF THE TRIAL UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A SUBSTANTIVELY DIFFERENT PRODUCT VERSION OR PRODUCT CONFIGURATION FROM, OR AN ENTIRELY DIFFERENT PRODUCT THAN, THAT COVERED BY THE TRIAL.**

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMER), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" AND "AS-AVAILABLE" WITHOUT ANY WARRANTY.

Please review the Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

## **3. YOUR PURCHASE**

**3.1. Provision of Purchased Services.** Subject to the terms and conditions of this Agreement and the relevant Order Forms, We agree to make the Purchased Services available to You during the subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**3.2. Services and On-Premise Software Licensing.** Subject to the terms and conditions of this Agreement, We hereby grant You a non-exclusive, non-transferable license during the applicable subscription term or trial period, solely for Your internal business purposes and in accordance with the limitations (if any) set forth in the Order Form to (i) access and use the Services in accordance with the Documentation; and (ii) with respect to On-Premise Software, to use, execute, and display one copy of any On-Premise software that You install on Your servers or workstations only during the term of this Agreement and in accordance with the Documentation.

**3.3. Subscriptions to the Services.** Unless otherwise specified in the applicable Order Form, (i) Cloud Services are purchased on a per-User subscription basis, and in certain of Our Cloud Services some of the service functionality may become unavailable when access is attempted by more than the number of Users specified in the relevant Order Form, (ii) Clock Services are purchased on a per-timeclock subscription basis, (iii) additional subscriptions may be purchased by means of an additional Order Form or other communication means as may be mutually agreed upon by You and Us, and (iv) the added subscriptions shall terminate on the same date as the pre-existing subscriptions.

**3.4. License to Your Data.** You hereby grant Us a non-exclusive, worldwide, royalty-free and fully paid license during the term of this Agreement to use Your Data only as necessary for purposes of providing and improving the Services.

**3.5. Shipment and Delivery of Hardware.** Subject to the terms and conditions of this Agreement and relevant Order Forms, You may obtain Hardware from Us for use with some of the Purchased Services. Delivery of the Hardware will be F.O.B. point of origin or Our facility. The time of delivery is the time the Hardware is picked up by the carrier. If you purchase the Hardware from Us, title to the Purchased Hardware shall pass to You upon delivery thereof by: (i) Us to the carrier (F.O.B. Our facility), or (ii) by the manufacturer to the carrier (F.O.B. point of origin), and upon delivery You shall be responsible for and bear the entire risk of loss or damage to the Hardware. In the absence of specific shipping instructions, We will ship by the method We deem most advantageous. Transportation charges not prepaid by You will be invoiced to You. You agree to purchase any and all insurance You deem necessary to indemnify You against any loss in shipping. You will determine any export license requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods. You will assume all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. Unless otherwise specified, Hardware shall be shipped in standard commercial packaging. If special packaging is required, We will separately invoice You the cost of the special packaging.

**3.7. Security Interest in Hardware.** As continuing security for: (i) the balance You owe Us for Purchased Hardware and/or (ii) Hardware provided for use with the Clock Services, You grant to Us a continuing, specific and fixed purchase money security interest in and to all Hardware that We now or hereafter provide to You and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof. You shall execute, at Our request, such other and further documents as may be necessary or desirable to further evidence, perfect or amend such security interest. You hereby authorize Us to file any document or UCC Financing Statement to secure and perfect Our interest granted herein without Your consent. We shall have the right to repossess the products provided hereunder and without liability to You. In such event, You agree to make the products available to Us so that We can repossess them without a breach of the peace.

**3.8. Returning Hardware for Replacement or Repair.** In accordance with Our return policies and procedures as provided on our website or as we may otherwise provide to You upon Your request: (i) You must notify Us of any Hardware You receive that is damaged or defective on arrival and return the Hardware to Us for replacement; and (ii) provided Your account is in good standing: (a) You may return Hardware You use with Our Clock Services to Us for repair and/or replacement; or (b) You may return Purchased Hardware to Us for warranty repair and/or replacement in accordance with Section 9.1(C). Shipping and/or handling costs will be charged to You.

**3.9. Purchases Made Through Resellers.** The parties agree that You may purchase Our products and services through Resellers, and that Your use of such products and services is governed by this Agreement. Where You purchase Our products and services through a Reseller, the Reseller will enter into an Order Form with Us for the purchase, and You and Reseller will enter into a separate agreement setting forth the fees to be paid by You to Reseller for such purchase, as well as any other terms or conditions that apply between You and Reseller. We hereby agree that, subject to receiving payment from the Reseller, We shall be responsible to You, pursuant to the terms and conditions of this Agreement, for providing the Purchased Services and/or Purchased Hardware under any such Order Form. You hereby acknowledge that We will not be responsible for the obligations of any Reseller to You under such separate agreement, for the acts or omissions of Reseller, or for any third-party products or services furnished to You by any Reseller. For the avoidance of doubt: (i) Section 6.5 (Taxes) will be of no effect where You obtain Our Purchased Services and/or Purchased Hardware through a Reseller, as payment of fees and taxes will be addressed in the agreement between You and Reseller, and (ii) Reseller's payment of fees, on Your behalf, owed for the products and services You obtain from Us through Reseller will be in accordance with Section 6 (Fees and Payment) and if such fees are overdue We may take actions in accordance with Section 6.3 (Overdue Charges) and Section 6.4 (Suspension of Service and Acceleration).

## 4. USING THE SERVICES

**4.1. Protection of Your Data.** We agree to maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Your Data that is hosted by the Cloud Services, including using commercially-reasonable efforts to monitor the networks and systems that we administer to provide the Cloud Services for unauthorized access, use, or disclosure of Your Data. We will notify You promptly upon becoming aware of any unauthorized access, use or disclosure of Your Data. If you obtain Purchased Services, We will: (i) provide You upon request with a copy of our most recent SOC audit report covering the safeguards described in this section or, at Our discretion, any similar reports, once per year and (ii) provide commercially reasonable assistance with Your requests for completion of questionnaires or other information about Our information security or data protection practices or controls applicable to Your Data, only if they are not addressed in our Audit Report and no more often than once per year. Such assistance shall be at Your sole cost and expense and billed to You at our then-current professional services rates. Audit reports and information provided under this Section 4.1 are Our Confidential Information and subject to the confidentiality provisions of this Agreement.

**4.2. Our Responsibilities.** During Your subscription term and provided You are not in material breach of this Agreement, We agree to provide maintenance and support to You for the Purchased Services under our then-current maintenance and support procedures (a description of which we will make available to You on our website, or otherwise provide to You upon Your request). With respect to Cloud Services, We agree to use commercially

reasonable efforts to make the Cloud Services available 24 hours a day, 7 days a week, with a Monthly Uptime Percentage targeted at a minimum of 99.9%, except for: (i) Planned Downtime (of which We agree to give You at least two (2) business days' notice for non-emergency Downtime via the Cloud Services or by email and which We agree to schedule to the extent practicable during the weekend hours from 9:00 p.m. Central on Friday to 9:00 p.m. Central on Sunday), or (ii) unavailability caused by (1) Your non-compliance with any provision of this Agreement; (2) Your equipment or software, including its incompatibility with the Services; (3) actions or inactions of You or third parties; (4) Your use of the Service after We have advised You to modify Your use of the Services (including but not limited to Your acceptance of updates in accordance with Section 4.3(A)), if You did not modify Your use as advised; (5) acts or omissions of You or Your employees, agents, contractors, or vendors, or anyone gaining access to the Services by means of Your passwords or equipment; (6) performance of Your systems; (7) any systemic Internet failures; (8) network unavailability or Your bandwidth limitations; or (8) Force Majeure Event. With respect to Clock Services, during Your subscription term We agree to repair or replace the Hardware You obtain from Us for use with the Clock Services in accordance with Section 9.1 (C) (Our Warranties). We will process Your Data in accordance with the terms of this Agreement and Our Privacy Statement, which we make available on our website at <https://journyx.com/privacy-policy>.

### 4.3. Your Responsibilities.

(A) You agree to (i) administer the granting, modification, and revocation of User access to the Services, (ii) be responsible for the acts and omissions of Your Users, including, but not limited to Your Users' compliance with this Agreement, (iii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquire and use Your Data, including, but not limited to, obtaining all User and/or third party licenses, consents and permissions needed for Us to use Your Data as contemplated by this Agreement, (iv) use industry standard measures to monitor for and prevent unauthorized access to or use of the User accounts that You create and administer in the Services, and notify Us promptly of any unauthorized access or use of the Services through User accounts that You create and administer, (v) use the Services only in accordance with the Documentation, (vi) identify to Us Your Authorized Administrator(s) (providing us with the administrator's full name and email address) and promptly notify Us, including the updated name and email address, whenever You change Authorized Administrators, (vii) designate an Authorized Administrator as a dedicated support contact for communicating with Us on technical support issues, and (viii) timely accept and/or implement any modifications, upgrades, replacements or enhancements that We make available to You for maintenance and support of the Services. Where required by law, to the extent that You use Hardware and/or Services provided under this Agreement to capture, collect, use, or store the Biometric Data of or relating to an individual, You must: (i) first inform the individual in writing, and prior to collecting the individual's Biometric Data, of the collection, storage, and/or use of the data; (ii) describe in writing the specific purpose and the length of time for which the Biometric Data will be collected, stored and/or used; and (iii) receive a written release from the individual or the individual's legally authorized representative authorizing You, Us, and our third-party service providers (who are under contract to us with terms at least as restrictive as Our obligations herein) to, as applicable, collect, possess, and process the individual's Biometric Data.

(B) Notwithstanding anything to the contrary herein, You acknowledge and agree that You are solely responsible for: (i) the security, confidentiality and integrity of any of Your Data that are hosted by You or Your Users; and (ii) the security of all passwords and other access protocols held and controlled by You or Your Users that are required to access the Services, and that We will have no liability for the foregoing. You are solely responsible, and We have no liability, for: (i) Your or Your Users' information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), mobile devices, and networks, whether operated directly by You, Your Users, or through the use of Your or Your Users' third-party services ("Customer Systems"); (ii) any impact to the integrity and correctness of Your Data that results from Your acts and omissions; (iii) the security and use, on Customer Systems, of Your and Your Users' usernames, passwords, security keys or other credentials or technologies used to authenticate identity and access the Services ("Access Credentials"); and (iv) access to and use of the Services directly or indirectly by or through the Customer Systems or its or Your Users' Access Credentials, with or without Your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. You shall employ administrative, technical and physical controls and security procedures to securely administer the distribution and use of all Access Credentials to protect against any unauthorized access to or use, disclosure, modification, destruction or unavailability of the Services and You shall promptly notify Us of any such events of which You become aware.

(C) Customer acknowledges that the Service does not require and is not designed to process any (i) data that is classified and or used on the U.S. Munitions list, including software and technical data; or (ii) articles, services, and related technical data designated as defense articles or defense services; and (iii) ITAR (International Traffic in Arms Regulations) related data (collectively, "Prohibited Data"). Accordingly, You agree not to use the Service to collect, store, process or transmit, and not to provide Us with, any Prohibited Data. We shall have no liability arising out of or relating to Prohibited Data notwithstanding anything to the contrary in this Agreement.

**4.4. Authorized Administrator(s).** Your Authorized Administrator(s) have the ability to: (i) manage the configuration options of User access rights, (ii) grant, modify, and revoke User access rights, (iii) request support or assistance from Us on Your behalf, and (iv) access, monitor, use, export and disclose Your Data. You represent and warrant that Authorized Administrators are your duly authorized agents who are authorized to act on your behalf in all matters relating to this Agreement and that We may rely on their instructions and communications as if they were Your own. You are responsible for: (i) the selection of Authorized Administrator(s); (ii) maintaining the confidentiality of Authorized Administrator(s) passwords and accounts; (iii) managing access to Authorized Administrator(s) accounts; and (iv) ensuring that each Authorized Administrator(s)'s use of the Services complies with this Agreement. You, and not Us, are solely responsible for the acts and omissions of your Authorized Administrator(s) and We will have no liability for the foregoing.

## 5. NON-JOURNYX APPLICATIONS AND SERVICES

**5.1. Non-Journyx Applications and Your Data.** If You install or enable Non-Journyx Applications for use with the Services, You acknowledge that providers of those Non-Journyx Applications may be allowed, by You or Us on Your behalf, to access Your Data as required to permit interoperation of such Non-Journyx Applications with the Services. We are not responsible for any acts or omissions of Non-Journyx Applications, including any unauthorized disclosure, modification, deletion or unavailability of or access to Your Data resulting from any such access by Non-Journyx Applications or Non-Journyx Application providers.

**5.2. Integration with Non-Journyx Applications.** The Services may contain or include features or components (including On-Premise Software) designed to interoperate with Non-Journyx Applications. You may be required to obtain access to such Non-Journyx Applications from their providers before You can use such features. If the provider of any such Non-Journyx Application ceases to make the Non-Journyx Application available for

interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

## 6. FEES AND PAYMENT

**6.1. Fees.** You agree to pay all fees or charges set forth in the Order Form or otherwise accruing to your account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is payable. Payment obligations are non-cancelable and, except only as otherwise provided herein, fees paid are non-refundable. Except as otherwise specified herein or in an Order Form, (i) fees for Purchased Services are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User or Clock Services subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are based on billing periods specified on the relevant Order Form that begin on the subscription start date and each billing period anniversary thereof; fees for subscriptions added in the middle of a billing period will be charged pro rata of the period. Upon any automatic subscription renewal in accordance with Section 12.2, subscription fees will be at our then-current rates unless specified otherwise in a subscription renewal Order Form signed by both parties. You agree to provide Us with complete and accurate billing and contact information, including street, mailing and email addresses.

**6.2. Invoicing and Payment.** If You make a purchase from Us, You agree to Our storing Your payment information. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Except as otherwise specified on an applicable Order Form, such charges shall be made in advance of the billing period, either annually or in accordance with any different billing frequency stated in the Order Form. If Your Order Form provides that You will be invoiced, We will invoice You in advance annually or otherwise in accordance with the billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Invoices are deemed accepted by You if not disputed within 90 days of the invoice date.

**6.3. Overdue Charges.** Any overdue payments or charges may accrue, at Our discretion, late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**6.4. Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 90 or more days overdue We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our Services to You and your Affiliates until such amounts are paid in full. We will give You at least 30 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending Services to You.

**6.5. Taxes.** Unless otherwise stated in the applicable Order Form, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect on your behalf Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 7. PROPRIETARY RIGHTS

**7.1. Reservation of Rights.** The Services, Documentation, Hardware, Resultant Data and all worldwide intellectual property rights in each of the foregoing, are the exclusive property of Us and our suppliers. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. In furtherance of the foregoing, You hereby unconditionally and irrevocably grant to Us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

**7.2. Restrictions.** You agree not to (and not to permit any third party, including but not limited to any Users) to: (i) permit any third party to access the Services except as permitted herein, (ii) modify, copy or create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) copy, reproduce, reverse assemble or reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services, (vi) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services for the benefit of any unauthorized third party, (vii) interfere with or disrupt the integrity or performance of the Cloud Services, (viii) use the Services to store or transmit Malicious Code, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, or otherwise use the Services in a manner inconsistent with applicable law, the Documentation or this Agreement.

**7.3. Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. You understand and agree that You, and not We, are solely responsible for: (i) submitting, uploading or otherwise making available Your Data to the Services and for Your use of Your Data, including, but not limited to, any changes to and/or deletions of Your Data, in connection with the Services, and (ii) granting or revoking Users' access rights to Your Data in the Services. We do not access Your Data except to the limited extent necessary to provide Services under this Agreement, and We are not responsible for the content accuracy, quality, integrity, legality, reliability, or appropriateness of Your Data.

**7.4. Suggestions.** You hereby grant us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into our products and services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Your Users, relating to the operation of the Services.

**7.5. Federal Government End Use Provisions.** We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**7.6. Open Source Software.** Certain items of software may be provided to You with the Services and are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Your rights under, or grants You rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, we will make such Open Source Software, and our modifications to that Open Source Software, available by written request.

## 8. CONFIDENTIALITY

**8.1. Definition of Confidential Information.** As used herein, “Confidential Information” means all nonpublic information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and the Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to Confidential Information of the Disclosing Party.

**8.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality obligations no less stringent than those herein. Neither party shall without the other party’s prior written consent disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel, accountants and actual or prospective investors, acquirors and financing sources, in each case, who are subject to a duty of confidentiality with respect thereto.

**8.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 9. WARRANTIES AND DISCLAIMER

### 9.1. Our Warranties.

(A) We represent and warrant that this Agreement constitutes a valid, binding, and enforceable obligation of Ours.

(B) We warrant that the Services: (i) shall perform in accordance with the Documentation in all material respects, and (ii) subject to Section 5.2 (Integration with Non-Journyx Services), the functionality of the Services will not be materially decreased during a subscription term. For any breach of a Services warranty in this part (B), Your exclusive remedy and Our sole liability will be to re-perform the Services which gave rise to the breach or, at Our option, refund the fees paid by You for the Services which gave rise to the breach.

(C) We warrant that all Hardware we provide to You conforms to manufacturer’s specifications and is free from defects in material and workmanship when used under normal operating conditions and within the purpose for which they were furnished: (i) for a period of one year after Your receipt of the Purchased Hardware from the carrier, unless otherwise specified in an Order Form, and/or (ii) during the term of a Clock Services subscription for Hardware covered under the subscription, (in either case as applicable, the “Warranty Period”). During the Warranty Period, We will repair, or at Our option replace without charge, any Hardware which proves to be defective within the scope of this warranty. In the event We are not able to repair or replace defective Hardware within five to seven business days after receipt thereof: (i) We will credit You the value of Your Purchased Hardware pro-rata of the original purchase price, and/or (ii) We will replace Your Clock Services Hardware with an item of equivalent functionality. We must be notified in writing of the defect or nonconformity within the Warranty Period and the Hardware must be returned, in accordance with the procedures described in Section 3.8, to Our facility or an authorized service center within thirty (30) days after discovery of such defect or nonconformity. Shipment shall not be made without prior authorization by Us in accordance with Section 3.8. We are under no liability under the warranty in this Section 9.1 in respect of any Hardware defect arising from: (i) ordinary wear and tear; (ii) Your willful damage, negligence, or abnormal working conditions; (iii) Your failure to follow Our instructions (whether oral or in writing) with respect to storage, operation, maintenance, or otherwise; (iv) Your misuse, fault or accident; problems with Your electrical power or Your third-party software; (v) natural disasters; (vi) alteration, modification, servicing or repair of the Hardware other than by

Us or a third party authorized by Us, (vii) custom Hardware manufactured to Your specifications; or (viii) use with third-party accessories or software not specifically approved by Us.

**9.2. Your Warranties.** You represent and warrant that this Agreement constitutes a valid, binding, and enforceable obligation of Yours.

**9.3. Disclaimer.** THE LIMITED WARRANTIES PROVIDED IN SECTION 9.1 ("OUR WARRANTIES") ARE THE ONLY WARRANTIES PROVIDED BY US HEREUNDER. WE HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES REGARDING TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. FURTHER, WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SERVICES PROFESSIONAL SERVICES OR ANY RECOMMENDATIONS WE MAY PROVIDE.

**9.4. Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, demonstration, pilot, limited release, developer preview, nonproduction, or by a description of similar import. Non-GA Services are provided for evaluation purposes only and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

## 10. INDEMNIFICATION AND REMEDY

**10.1. Indemnification by Us.** We agree to defend You at Our expense against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that Your use of the Hardware or Services in accordance with the Documentation directly infringes or misappropriates a third party's United States copyrights or trade secrets (a "Claim Against You"), and agree to indemnify You for any damages that a court may finally award against You for such misappropriation or infringement; provided that You (i) promptly notify Us in writing of the Claim Against You; (ii) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); (iii) provide to Us all reasonable assistance in the defense or settlement of such Claim Against You; and (iv) are not in material breach of this agreement at the time of the Claim Against You. In the event of a Claim Against You, or if We reasonably believe a Claim Against You is reasonably likely, We may in Our discretion and at no cost to You (a) modify the Hardware or Services so that they no longer infringe, without breaching Our warranties under "Our Warranties" above, (b) secure for You the right to continued use of the Hardware or Services in accordance with this Agreement, or (c) terminate this Agreement and refund to You any prepaid fees covering the remainder of the term of Clock Services or User subscriptions after the effective date of termination. The foregoing obligation under this Section 10.1 does not apply to the extent the Claim Against You arises from (1) Your use of the Hardware or Services other than as permitted under this Agreement or as specified in the Documentation; (2) the combination, operation, or use of the Hardware or Services with any Non-Journyx Applications; (3) any modification of the Hardware or Services other than by Us; (4) Your failure to timely implement any modifications, upgrades, replacements or enhancements that We make available to You; (5) Our use of any instruction, information, designs, specifications or other materials that You provide to Us (including source code or applications that You have developed); (6) Your use of the Hardware or Services in the practice of a process; or (7) Your Data.

**10.2. Exclusive Remedy.** This Section 10 (Indemnification and Remedy) states Our sole liability, and Your exclusive remedy, for any type of claim described in this Section.

## 11. LIMITATION OF LIABILITY

**11.1. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID, PAYABLE, OR TO BE PAID BY YOU TO US DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE, ACT OR OMISSION GIVING RISE TO THE CLAIM, HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL OUR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

**11.2. Exclusion of Consequential and Related Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF OR DAMAGE TO INFORMATION OR DATA, OF OTHER FINANCIAL LOSS OR PERSONAL INJURY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**11.3. Part of the Basis of Bargain.** The parties agree that the limitations of liability set forth in this Section 11 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.



**11.4. Force Majeure.** In no event will We be liable or responsible to You, or be deemed to have defaulted under or breached this Agreement, for any failure or delay performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Our reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, denial of service and other cyberattacks, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, Internet service provider failures or national or regional shortage of adequate power, telecommunications or transportation. In the event of any failure or delay caused by a Force Majeure Event, We will notify You and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

## 12. TERM AND TERMINATION

**12.1. Term of Agreement.** This Agreement commences on the Effective Date and continues until all Clock Services and/or User subscriptions granted in accordance with this Agreement have expired or been terminated, unless earlier terminated as provided herein. If You elect to use the Services for a free trial period and do not order any Purchased Services before the end of that period, this Agreement will terminate at the end of the free trial period. Upon termination of this Agreement, all Clock Services and/or User subscriptions hereunder will automatically terminate.

**12.2. Term of Purchased Subscriptions.** User and/or Clock Services subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for successive one-year periods, unless one of the parties: (i) gives the other party notice of non-renewal at least 30 days before the end of the relevant subscription term, or (ii) otherwise terminates this Agreement earlier in accordance with the terms and conditions of the Agreement.

**12.3. Termination for Cause.** A party may terminate this Agreement for cause immediately upon notice to the other party: (i) if the other party materially breaches this Agreement, and such breach remains uncured more than 30 days after receipt of written notice of such breach, 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.

**12.4. Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**12.5. Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in an industry-standard relational database format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control. You understand and agree that this Section 12.5 will apply only in respect of Your Data that we host in the Cloud Services.

**12.6. Return of Hardware.** You shall return to Us all Hardware We provide to You for use with Your Clock Services subscriptions within 7 calendar days, inclusive of shipping time, after termination of this Agreement, in accordance with the return procedures published on our website (or provided to You by other means upon Your request).

**12.7. Surviving Provisions.** Sections 4.3 (Your Responsibilities), 4.4 (Authorized Administrator(s)), 6 (Fees and Payment), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Indemnification and Remedy), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 12.6 (Return of Hardware), 13 (Governing Law), and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

## 13. GOVERNING LAW

**13.1. Governing Law.** Each party agrees that this Agreement will be governed by and interpreted by and under the laws of the state of Delaware, without giving effect to its principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**13.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnification claim) and (v) if given to You, delivery to any Authorized Administrator within the Services. Billing-related notices to You shall be delivered to the relevant billing contact designated by You. We may deliver all other notices to You by delivering them to such contact or any Authorized Administrator. You agree to keep Your contact information accurate and current. In the event that the contact information You provided to Us is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, Our dispatch of such notice will nonetheless constitute effective notice. You acknowledge and agree that We shall have no liability associated with or arising from Your failure to maintain accurate and current contact information, including, but not limited to, Your failure to receive critical information about the Purchased Services.

**13.3. Agreement to Jurisdiction.** Each of the parties expressly consents and irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Delaware and of the state courts of Dover County, Delaware, for purposes of any legal proceedings arising out of or relating to this Agreement.

## **14. GENERAL PROVISIONS**

**14.1. Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not (and shall not permit Users to) access or use Services in a U.S.- embargoed country. You shall not (and shall not permit Users to) use the Services or export, reexport, or transfer, directly or indirect, any U.S. technical data acquired from US, or any products utilizing such data, in violation of any U.S. export law or regulation. You will comply with all applicable laws, regulations and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by Us and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology and software purchases, licensed and received from Us.

**14.2. Anti-Corruption.** You represent and warrant that You have not received or been offered any illegal or improper bribe, kickback, payment or gift from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.

**14.3. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**14.4. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**14.5. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**14.6. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**14.7. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. We may from time to time in our discretion engage third parties to perform Services.

**14.8. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum, shall prevail, solely to the extent of the inconsistency. Notwithstanding any language to the contrary therein, unless Your purchase order, Your other order document, or any other agreement between the parties (i) specifically references this Agreement by name, (ii) specifically identifies those areas that are being superseded, and (iii) is signed by an officer of Journyx, no terms or conditions stated in Your purchase order, Your other order documentation, or other agreement shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.