PROFESSIONAL SERVICES AGREEMENT

YOU ("CUSTOMER") AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING THE PROFESSIONAL SERVICES OFFERED BY APPEXTREMES, LLC DBA CONGA ("CONGA") AS FURTHER DESCRIBED IN A STATEMENT OF WORK (AS DEFINED BELOW) AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. THE DATE SET FORTH ON THE SOW SHALL BE THE EFFECTIVE DATE OF THIS AGREEMENT ("EFFECTIVE DATE"). IF YOU HAVE A SEPARATELY EXECUTED AGREEMENT FOR PROFESSIONAL SERVICES WITH CONGA, THOSE TERMS AND CONDITIONS SHALL GOVERN AND CONTROL.

1.   PROFESSIONAL SERVICES.

1.1   Statements of Work. Conga agrees to perform the Professional Services as described in one or more Statements of Work for Customer during the term of this Agreement and the applicable Statement of Work. "Statement of Work" or "SOW" means a mutually agreed upon statement of work executed by both parties and shall incorporate this document by reference and specify the Professional Services and any additional mutually agreed upon terms. "Professional Services" means services from Conga relating to installation, training, implementation, or configuration related to Conga software solutions. SOWs will define, as applicable, the Professional Services to be performed, the applicable specifications during each phase of the project, any deliverables, and any acceptance or testing of the deliverables. When executed and delivered by the parties, SOWs shall be deemed incorporated into this Agreement and made a part of this Agreement. This Agreement shall govern the Professional Services provided under each effective SOW and, in the case of any conflict of terms between any SOW and this Agreement, the SOW shall control.

1.2   Change Requests. In the event that either party requires a change to the scope, frequency, or volume of the Professional Services in a SOW, such party will provide a written change request to the other for approval, specifying the change required (each a "Change Request"). Each party agrees that a Change Request may necessitate a change in the delivery schedule and fees due under the applicable SOW. No Change Request will be binding upon either party until it is signed by the authorized representatives of both parties.

1.3   Customer Assistance. Customer shall provide Conga with such resources, information and assistance as Conga may reasonably request in connection with the performance of the Professional Services. Customer acknowledges and agrees that Conga's ability to successfully perform the Professional Services in a timely manner is contingent upon its receipt from Customer of the information, resources, and assistance requested. Conga shall have no liability for deficiencies in the Professional Services resulting from the acts or omissions of Customer, its agents or employees, or performance of the Professional Services in accordance with Customer's instructions.

1.4   Implementation Lead. Customer and Conga shall each designate an implementation lead from their staff responsible for all project control and development of the Professional Services that are standard for the project. The engagement managers will: (a) maintain a current project schedule, (b) hold planned review meetings, (c) receive and promptly respond to complaints, concerns, and comments, (d) document and manage Change Requests, and (e) manage resources and delivery dates in accordance with the SOW.

2.   FEES AND PAYMENT.

2.1   Professional Services Fees. Customer hereby agrees to pay Conga all fees, costs and expenses due pursuant to the SOW and any Change Requests. Unless expressly specified otherwise in the SOW or Change Request, all Professional Services shall be performed at Conga's then-current time and materials rates. Conga will earn and be paid by Customer for actual time worked and expenses incurred in connection with the performance of Professional Services. All fees due hereunder are non-refundable and are not contingent on any additional services or products to be provided. Conga may increase its rates for Professional Services hereunder at any time upon written notice thereof to Customer, however Conga will not increase its rates during the performance of a specific SOW unless agreed upon otherwise in writing between the parties.

2.2   Costs and Expenses. If travel is required in the completion of a SOW, actual and reasonable expenses incurred by Conga for travel will be reimbursed by Customer. Expense categories covered for reimbursement will be: airfare (coach class), hotel, rental car and associated car expenses, airport parking, mileage, and meal costs.

2.3   Payment Terms. Except as otherwise set forth herein or in a SOW, Conga will invoice Customer on a weekly basis for amounts due hereunder, and Customer shall pay all amounts invoiced within net 30 days from receipt of an invoice. All fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for Conga's employee related taxes and taxes based upon Conga's income.

3.   OWNERSHIP; LICENSE.

3.1   As between the parties, Customer owns all right, title and interest in and to its intellectual property including software, programming documentation, technical ideas, patents, trademark, trade secrets, service marks, trade names, domain name rights, mask work rights, know how, processes, algorithms, user interfaces, techniques, designs, mappings, routings, templates, data and any other intellectual property rights therein developed or owned prior to commencement of this Agreement ("Customer Technology") and Conga only receives limited license to Customer Technology for the limited purpose of providing the Professional Services under this Agreement.

3.2   As between the parties, Conga owns all right, title and interest in and to its intellectual property including software, programming documentation, technical ideas, patents, trademark, trade secrets, service marks, trade names, domain name rights, mask work rights, know how, processes, algorithms, user interfaces, techniques, designs, mappings, routings, templates and any other intellectual property rights therein developed or owned prior to commencement of this Agreement and any derivative works, improvements enhancements or modifications made to the foregoing including as provided or created during the performance of Professional Services ("Conga Technology") pursuant to this Agreement and the delivery of any SOW.

3.3   Conga agrees to grant to Customer a perpetual, worldwide, nonexclusive, non-sublicensable, nontransferable, non-assignable (except as provided otherwise in this Agreement), fully paid up, limited, license to use Conga Prior Technology developed or provided in the delivery of the SOW with Conga's separately licensed software. Unless otherwise expressly provided in any applicable Statement of Work, Customer is granted no title or rights of ownership of Conga Technology.

3.4   Each party reserves all rights not otherwise expressly granted in this Agreement and no licenses are granted by implication, estoppel or otherwise.

3.5   Notwithstanding the foregoing, each party will retain all of its rights in any materials, ideas, products, concepts, methodologies, processes, techniques, templates, reports, information, inventions, concepts, data (including customer data), know-how and other works, and all intellectual property rights therein owned or controlled by such party prior to the date of this Agreement, or acquired or developed after the date of this Agreement, but unrelated to this Agreement and developed without reference to or use of the intellectual property or Confidential Information of the other party.

4.   COMPLIANCE WITH LAWS.

Conga shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with providing the Professional Services, including those related to data privacy, international communications, and the transmission of technical or personal data (e.g. GDPR, CCPA, Australian Privacy Act, etc.). If applicable, personal data processed by Conga from Switzerland or the EU to the U.S., are within the scope of the annual Privacy Shield Program administered by the U.S. Department of Commerce. Conga's current self-certification is available at https://www.privacyshield.gov/list by searching for AppExtremes, LLC. Conga Data Processing Addendum ("DPA") is available at https://conga.com/conga-dpa and is incorporated in the Agreement by reference when the GDPR applies to Conga's processing of personal data in performance of a SOW.

5.   WARRANTIES; DISCLAIMER.

Conga warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable SOW and that all Professional Services will be performed in a workman like manner consistent with industry

standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify Conga of such non-conformance in writing, within 10 days from completion of Professional Service, and Conga shall promptly repair the non-conforming deliverables. THE EXPRESS WARRANTIES FOR PROFESSIONAL SERVICES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated as set forth herein (the "Term").

6.2 Termination. Either party may terminate this Agreement or any uncompleted SOW at any time. The termination or expiration of a single SOW shall not cause the automatic termination of any other Statement of Work. This Agreement shall automatically terminate 1 year after the completion of the last SOW hereunder. Termination shall not relieve Customer its obligation to pay for Professional Services completed prior to termination (regardless if it is fixed fee, hourly, or milestone-based) including any expenses incurred that are non-refundable prior to termination.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, LOST PROFITS AND COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE CONGA PROPERTY OR ANY SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING OUT OF A BREACH OF SECTIONS 2 AND 8, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE CONGA PROPERTY OR ANY PROFESSIONAL SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO CONGA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

8. CONFIDENTIALITY

8.1 Confidential Information. Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Receiving Party") certain information regarding the business, products, or services of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, data, templates, and other confidential or proprietary information, including information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party ("Confidential Information").

8.2 Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than exercising its rights or exercising its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Section 8.2. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.3 Exceptions. The Receiving Party's obligations under Section 8.2 with respect to any Confidential Information of the Disclosing Party will not apply if such information: (a) was already known to the Receiving Party without restriction at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

Disclosure pursuant to Section 8.3(iii) shall not render Confidential Information as non-confidential or remove such Confidential Information from the obligations of the confidentiality obligations set forth in this Section 8.

8.4   Return of Confidential Information. The Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section 8.4.

9.   GENERAL.

9.1   Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all or substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this section shall be null and void and have no effect.

9.2   Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, however, such affected party shall take commercially reasonable efforts to mitigate the effects of such causes.

9.3   Governing Law. For Customers incorporated in Europe, this Agreement shall be governed by the laws of England and Wales, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Professional Service shall be subject to the exclusive jurisdiction of the courts of England and Wales. For Customers incorporated in Australia or Asia Pacific region, this Agreement shall be governed by the laws of Australia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Professional Service shall be subject to the exclusive jurisdiction of the courts of Australia. For all Customer incorporated in any other country or region, this Agreement shall be governed by Delaware law, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Delaware USA.

9.4   Relationship of the Parties. The parties acknowledge that Conga is an independent contractor of Customer, and its employees are not employees of Customer. Nothing in this Agreement or any SOW will be construed as creating a partnership, joint venture, or agency relationship between the parties, or as authorizing either party to act as an agent for the other or to enter contracts on behalf of the other. Nothing in this Agreement is intended to confer any rights or remedies on any other person or entity, which is not a party to this Agreement.

9.5   Entire Agreement. This Agreement, including any SOW and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral provided, that, if Customer has a separately executed agreement for Professional Services, those terms and conditions shall govern and control. **THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY TERMS OR CONDITIONS ISSUED IN A PURCHASE ORDER SHALL HAVE NO FORCE OR EFFECT AND THOSE TERMS ARE FOR PAYMENT PROCESSING PURPOSES ONLY AND ARE EXPRESSLY REJECTED BY BOTH PARTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT.**