

GENSUITE FREE TRIAL TERMS OF USE

BY CLICKING THE “I ACCEPT” BUTTON BELOW CONFIRMING THAT YOU HAVE READ AND ACKNOWLEDGED THE CONTENT OF THIS DOCUMENT, OR BY USING THE GENSUITE APPLICATION, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE GENSUITE APPLICATION. IF YOU ARE ENTERING INTO THESE TERMS OF USE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS OF USE AND, IN SUCH EVENT, “YOU” AND “YOUR” AS USED IN THESE TERMS OF USE SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BIND SUCH ENTITY TO THESE TERMS OF USE, YOU MAY NOT USE THE SERVICES.

These Terms of Use (“**Terms**”) dated as of the Effective Date, are between Gensuite LLC, a Delaware limited liability company with its principal office at 4680 Parkway Drive Suite 400 Mason OH 45040 (“**Gensuite**”, “**we**” or “**us**”) and the individual or entity that has executed these Terms or otherwise accepted these Terms by using the Gensuite Application (“**you**” or “**Customer**”). These Terms are effective as of the date of activation of your access to the Gensuite Application as reflected in our customer records (the “**Effective Date**”). The Gensuite Application is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Gensuite Application, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Gensuite Application.

1. **Changes to Terms of Use.** We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Gensuite Application thereafter. Your continued use of the Gensuite Application following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

2. **Accessing the Gensuite Application and Account Security.** To access the Gensuite Application and the resources it offers, you will be asked to provide certain registration details and other information. It is a condition of your use of the Gensuite Application that all the information you provide is correct, current and complete.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You accept full responsibility and liability for all activities that occur under your account or password. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach or potential breach of security known to you with respect to your account or the Gensuite Application, including without limitation the loss or compromise of any password, and will cooperate with us in every reasonable way to help prevent the further unauthorized use, threat of

unauthorized use, disclosure or threat of disclosure regarding the Gensuite Application, your account or your password. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other confidential information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

3. **Access to a READY Instance.** During the Trial Period and subject to these Terms, we hereby grant to you and you hereby accept from us a non-transferable, non-exclusive license to use a pre-configured “ready to use instance” of the Web-based suite of applications operated under the brand “Gensuite” that allow individual operations to own, track and manage compliance data and to monitor their performance using designated functional Gensuite modules (the “**Gensuite Application**”). Your use of the READY instance shall be subject to the Scope of Services [selected in the registration process] and certain functionality available in a Company-specific instance of the Gensuite Application may not be available. These limitations are more fully described in the applicable documentation.

4. **No Use for Third Parties.** Your access to the Gensuite Application is personal, non-transferable, and non-exclusive and solely for your own internal business use and the internal business use of your wholly-owned subsidiaries. You do not have the right to copy, distribute, reproduce, alter, or transfer your access rights to any third party. You shall not use the Gensuite Application on behalf of any third party, whether on a service bureau basis or otherwise. You agree to take measures to protect the security of user authentication credentials and agree that all consequences which result from the use of such credentials shall be your sole responsibility.

5. **Ownership of Intellectual Property.** As between Gensuite and you, we shall own all intellectual property rights in and to the Gensuite Application and any intellectual property rights related thereto, as existing on the Effective Date and developed throughout the Trial Period that arise from or relate to the Gensuite Application. You agree and acknowledge that you will not impede or interfere with our right to obtain and perfect our rights, title, and interest in any and all countries in and to all intellectual property rights in and to the Gensuite Application. Notwithstanding the foregoing, you shall retain all right, title and interest in and to any Customer-generated data input by you into the Gensuite Application.

6. **Term.** The term of your use of the Gensuite Application will be for ninety (90) days (the “**Trial Period**”). At the conclusion of the Trial Period, your access to the Gensuite Application shall automatically terminate, and these Terms shall terminate without further liability or obligation by either party except that the rights and obligations contained in Sections 7-14 shall survive any termination or expiration of these Terms in perpetuity.

7. **Personal Data.** In our performance of these Terms, we may have access to, or otherwise process, information that is identified with or identifiable with a natural person (“**Personal Data**”) on your behalf. Such Personal Data will be accessed and otherwise Processed only to the extent necessary to perform these Terms, or upon your written instructions and in compliance thereof. Subject to our compliance with this Section 7, you hereby represent and warrant that you are entitled under applicable laws to transfer the Personal Data to us for the purposes of

these Terms. You shall establish, communicate and ensure adherence with data privacy-related requirements and for obtaining any necessary country-specific data privacy reviews and approvals. During the Trial Period, you shall have the option to download all data submitted by you, including Personal Data, using the Gensuite Application's self-service data download features.

8. **Data Protection.** Notwithstanding anything in Section 7 to the contrary, we agree to make commercially reasonable efforts to keep the Personal Data confidential, and agree not to disclose the Personal Data to third parties (other than its employees, independent contractors, agents and other service providers providing services on its behalf who also will be under confidentiality obligation similar to those of Gensuite herein) without having first received express written approval from you and, if required by applicable law, the applicable data subject. Our personnel will Process Personal Data only on a need-to-know basis in connection with the performance of these Terms. We will, and will cause our subcontractors to, implement all reasonable measures necessary to ensure compliance by our personnel with the obligations relating to Personal Data. We will comply with all applicable laws pertaining to Personal Data protection. We shall comply with the terms of the US-EU Privacy Shield framework at all times during the Trial Period.

9. **Confidential Information.** In connection with these Terms, you and Gensuite will each have access to certain non-public information, documents and materials relating to the other party's (the "**Information Owner**") business, irrespective of the form of communication (oral, written, electronic or otherwise) along with all notes, analyses, compilations, forecasts, data, translations, studies, memoranda, copies, extracts, reproductions or other documents that contain or otherwise reflect such information, documents and materials belonging to, or in which the supplier of the information has any rights or interest ("**Confidential Information**"). Confidential Information shall include information, documents and materials related to pricing, rates, fees, or other similar information, Personal Data, training methods, business practices, plans, projections, trade secrets, account information, research information, accounting information, human resources and personnel information, marketing/sales information, third party contracts, licenses, audits, regulatory compliance information, and all Intellectual Property owned or licensed by you or Gensuite. The term "Information Owner" includes the directors, officers, employees, and agents of the Information Owner. The term "Accessing party" will mean the party gaining access to the Confidential Information of the Information Owner hereunder.

10. **Exclusions.** The confidentiality obligations herein will not apply to any Confidential Information which: (a) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act directly or indirectly by the Accessing party or its representatives); (b) is or becomes available to the Accessing party on a non-confidential basis from a source other than the Information Owner or its representatives; provided, however, that the Accessing party has no knowledge that such source was at the time of disclosure to Accessing party bound by a confidentiality agreement or other obligation of secrecy which was breached by the disclosure; and provided, further, that if the Accessing party later becomes aware that the source did not have the right to disclose such information, it will use commercially reasonable efforts to restrict its future use and disclosure of the Confidential Information to be consistent with these Terms; (c) has been or is hereafter independently acquired or developed by the Accessing party or its representatives without reference to such

Confidential Information and without otherwise violating any confidentiality agreement with, or other obligation of secrecy to, the Information Owner; (d) was in the possession of the Accessing party or its affiliates at the time of disclosure by the Information Owner without restriction as to confidentiality; or (e) is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed by any governmental entity or pursuant to applicable law; provided, however, that the Accessing party (i) uses all commercially reasonable efforts to provide the Information Owner with written notice of such request or demand as promptly as practicable under the circumstances so that the Information Owner will have an opportunity to seek an appropriate protective order or other appropriate remedy, or waive compliance with the provisions of these Terms, (ii) furnishes only that portion of the Confidential Information which is, in the opinion of Accessing party's counsel, legally required and (iii) takes, and causes its representatives to take, all other reasonable steps necessary to obtain confidential treatment for any such Confidential Information required to be furnished.

11. **Confidentiality Obligations.** The Accessing party will use the Confidential Information of the Information Owner solely for the purpose of performing its obligations or enforcing its rights under these Terms, and not for any other purpose, including the purpose of competing with the Information Owner. The Accessing party will keep such Confidential Information confidential and will not disclose any Confidential Information to any third party without the prior written consent of the Information Owner. The Accessing party will exercise at least the same degree of care to safeguard the confidentiality of such Confidential Information as it does to safeguard its own proprietary confidential information of equal importance, but not less than a reasonable degree of care. The Accessing party will disclose such Confidential Information only to such of the Accessing party's representatives who have a need to know the Confidential Information for the purpose of performing its obligations or enforcing its rights under these Terms. The Accessing party will ensure, by instruction, contract, or otherwise with its representatives that such representatives comply with the provisions of these Terms. The Accessing party will be responsible in the event of any breach of the Accessing party's representatives of such agreements. The Accessing party will promptly notify the Information Owner in the event that the Accessing party or its representatives learn of any unauthorized use or disclosure of such Confidential Information, and will promptly take all reasonable actions necessary to correct and prevent such use or disclosure. The confidentiality obligations under this Section 11 shall continue for a period of three (3) years following any termination or expiration of these Terms.

12. **LIMITATION OF LIABILITY.** DURING THE TRIAL PERIOD, ACCESS TO THE GENSUITE APPLICATION IS PROVIDED "AS IS" AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, GENSUITE DOES NOT WARRANT THAT ACCESS TO THE GENSUITE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. GENSUITE MAKES NO REPRESENTATION OR OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFORMATION SECURITY IN RELATION TO THE USE OF THE GENSUITE APPLICATION. Gensuite will not be liable for any lost profits or costs of procurement of substitute goods or services, or for any indirect, special, incidental or consequential damages, including damages for lost data, however caused and under any theory of liability, including, but not limited to, contract, products

liability, strict liability and negligence, and whether or not it was or should have been aware or advised of the possibility of such damage. In no event shall Gensuite's liability for damages or indemnification hereunder exceed \$1,000.

13. **Indemnification.** You will at your own expense defend, indemnify and hold harmless Gensuite, its affiliates and their officers, directors and employees against any claim or action or liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees) associated therewith based upon (a) any negligent act or omission or willful misconduct by you or your employees or agents; or (b) the use or operation of the Gensuite Application, except to the extent caused by the breach of these Terms by Gensuite.

14. **Governing Law.** These Terms shall be deemed to have been executed in the State of Ohio and will be governed by and construed in accordance with the laws of the State of Ohio without regard to the choice of law provisions thereof. Ohio state courts located in Hamilton County and/or the United States District Court for the Southern District of Ohio, shall be the exclusive venue for resolution of all controversies in connection herewith, and the parties each hereby consent to the jurisdiction of such courts.

15. **Relationship of Parties.** Neither these Terms nor the parties' business relationship established hereunder will be construed as a partnership, joint venture or agency relationship, or as granting a franchise. Neither party will attempt to, or will have the right to, legally obligate the other party.

16. **Assignment.** These Terms shall be binding and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither party shall assign any of its rights nor delegate any of its obligations under these Terms to any third party without the express written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Gensuite may assign its rights and obligations under these Terms to any third party to which Gensuite transfers responsibility for offering and maintenance of the Gensuite Application without obtaining such consent.

17. **Entire Agreement; Amendments.** These Terms, including the Exhibits, which are incorporated herein by reference, is the entire agreement between the parties regarding its subject matter. It supersedes and its terms govern all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by authorized representatives of both Gensuite and Customer. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.