SCHEDULE 2.2 – SOFTWARE AS A SERVICE

This SOFTWARE AS A SERVICE LICENSE (this "SaaS License") is a Schedule to the Master Services Agreement to which this Schedule is attached. The Master Services Agreement and this SaaS License, together with any other attached Schedules and Ordering Documents, together are the Agreement.

1.   THE APPLICATION AND SERVICES

1.1.   <u>Subscribing to the Application</u>. Provider shall provide to Customer access and use of the Application described in the Order Document(s), for the Subscription Period specified therein, in consideration of payment of the applicable Subscription Fees, according to the terms and conditions of such Ordering Document and this Agreement.

1.2.   <u>Additional Proposals</u>. Additional Ordering Documents may be entered into by the parties to subscribe to additional or different features of the Application. Unless designated as replacing a specific in-effect Ordering Document, a new Ordering Document will be considered in addition to currently outstanding Ordering Documents.

1.3.   <u>Accessing User Accounts</u>. User IDs shall be required to access and use the Application. Customer will access and use the Application only through the User IDs and only in accordance with the Subscription terms and other restrictions in this Agreement. Customer shall be responsible for issuing User IDs to such employees and Affiliates as it determines in its sole discretion, in accordance with this Agreement. If Provider determines Customer has been allowing sharing of User IDs, Provider may (i) bill Customer for the additional Subscription Fees due, calculated on a pro rata basis based upon the agreed fees for the relevant Application, or (ii) consider such action a material breach of the Agreement. Provider may inspect and audit Customer's servers and facilities to determine Customer's compliance with this provision.

1.4.   <u>Standard Support Services</u>. Provider shall provide the Support Services as set forth in Schedule 4 – Maintenance Schedule, and for which payment shall be included in the Subscription Fee, unless otherwise specified in the Ordering Document.

1.5.   <u>Hosting and Subcontractors</u>. Provider may in its sole discretion engage, or has engaged, third-parties ("Subcontractors") to perform Hosting of the Application or other Support Services under this Agreement.

2.   SUBSCRIPTION RIGHTS AND RESTRICTIONS

2.1.   <u>Subscription Grant</u>. For each Application feature referenced on a Proposal, and for which the applicable Subscription Fee is paid when due, Provider hereby grants to Customer a nonexclusive, non-transferrable, worldwide, limited Subscription to do the following: (i) access the Application through the User IDs; (ii) load Customer Data into the Application; (iii) use the Application for Customer's own internal business purposes; and (iv) operate the features of the Application during the Subscription Period according to the Documentation, all subject to the terms and conditions of the Proposals and this Agreement. All rights not expressly granted to Customer herein are reserved to Provider and its licensors.

2.2.   <u>Type of Subscription</u>. The Subscription grant above is limited to the number of Users specified on the applicable Order Document. The minimum Subscription term is 3 years.

2.3.   Subscription Restrictions.

2.3.1. Customer shall not access, or allow access to, the Application if Customer is in direct competition with Provider, except with Provider's prior written consent. Customer may not access the Application for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Application in any way; (ii) modify or make derivative works of the Application; (iii) create Internet "links" to the Application on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Application in order to (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics of the Application; or (c) copy any ideas, features, functions or graphics of the Application.

2.3.2. Customer shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Application or the data contained therein; or (v) attempt to gain unauthorized access to the Application or its related systems or networks; (vi) input any data or information into the Application that is: credit card or debit card information, personal banking, financial account information, social security numbers, HIPAA-protected data, or personal confidential information concerning individuals.

2.3.3. Customer shall not permit Users to share User IDs with other employees or with third parties. Customer acknowledges that: (i) Provider shall rely on the validity of any User ID, instruction or information that meets the Application's automated criteria or which is believed by Provider to be genuine; (ii) Provider may assume a person entering a User ID and password is, in fact, that User; and (iii) Provider may assume the latest email addresses and registration information for Users on file with Provider are accurate and current.

3.   CUSTOMER RESPONSIBILITIES

3.1.   User IDs. Customer shall select its Users in its sole discretion and shall issue to each individual User a User ID to access the Application subject to the limitations and obligations herein, and provided, that Customer shall be responsible for all activity occurring under Customer's User accounts. Customer shall: (i) notify Provider immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Provider immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Customer Data that is known or suspected by Customer or Users; and (iii) not impersonate another Provider customer or provide false identity information to gain access to or use the Application. Customer shall be responsible for its Users' compliance with the terms of this Agreement and shall ensure that Users shall be obligated in writing to protect User IDs and the Application at least to the extent as provided in this Agreement.

3.2.   Data Preparation and Configuration. Customer will ensure that: (i) it maintains Customer Data in proper format as specified by the Documentation or the Statement of Work in a Professional Services Agreement and that its Customer Data does

not include personal identifying information ("PII"); (ii) its Personnel are familiar with the use and operation of the Application; and (iii) it does not introduce other software, data, or equipment having an adverse impact on the Application. Following any initial implementation assistance by Provider, Customer shall load the Customer Data and configure the Application, any Updates, and its internal processes, as needed, to operate the Application and any Updates in Customer's computing environment. Customer, not Provider, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all Customer Data, and Provider shall not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store any Customer Data that is caused by Customer or User or the use or misuse of User IDs by a third party.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1. <u>Provider IP</u>. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Application, or to the Intellectual Property Rights therein owned by Provider. Provider's name, Provider's logo, and the product names associated with the Application are trademarks of Provider or third parties, and no right or license is granted to use them. Provider (and its licensors) shall exclusively own all right, title, and interest in and to the Application, copies, modifications, and derivative works thereof. Provider shall own any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Application, including all related Intellectual Property Rights thereto, specifically excluding Customer Data.

4.2. <u>Customer Data</u>. Customer (and its licensors) shall exclusively own all right, title and interest in and to Customer Data and Intellectual Property Rights thereto.

5. INTELLECTUAL PROPERTY INDEMNIFICATION

5.1. <u>Indemnified Claims</u>. Provider shall defend and indemnify Customer against any "<u>Indemnified Claim</u>," meaning any third-party claim, suit, or proceeding arising out of direct infringement of any patent, copyright, trade secret, or other intellectual property right by the Application. Provider's obligations set forth in this Section 7 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; or (b) use of the Application in combination with hardware or software not provided by Provider. In the event of an Indemnified Claim, Provider may exercise its right to terminate licenses and require return of the Software.

5.2. <u>Litigation & Additional Terms</u>. Provider's obligations pursuant to Section 7 will only apply if Customer provides prompt written notice of and cooperates in the defense of the Indemnified Claim. Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

6. FEES AND PAYMENT

6.1. <u>Subscription Fees and Payment</u>. Customer shall pay the Subscription Fees, in advance, for the right to access and use the Application during the applicable Subscription

3

Period, as set forth in the Ordering Document. Subscription Fees shall be invoiced annually before the corresponding Subscription Period, which dates may be specified in the Ordering Document. Invoices shall be due and payable within thirty (30) days of the invoice date, and in no event later than one day before the start of the applicable Subscription Period. Any future Proposals shall be at Provider's then-published rates or as otherwise agreed by the parties in the Proposal. All payment obligations for Subscription Fees are non-cancelable and all amounts paid are nonrefundable. Please refer to Schedule 5 – Invoicing and Payment for additional details.

      6.2.   <u>Data Storage and Backup Fees</u>. The Subscription Fees include the amounts of online data storage and hourly data backups as set forth in the Proposal. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees at the time the Subscription Fee is due. Provider shall use reasonable efforts to notify Customer when its usage approaches ninety percent (90%) of the allotted storage space; however, any failure by Provider to notify Customer shall not affect Customer's responsibility for such additional storage charges. Any additional data storage shall be at Provider's then applicable rates or as otherwise agreed in a Proposal.

      6.3.   <u>Other Terms</u>. Invoicing and payment terms are set forth in Schedule 5 – Charging and Invoicing.

7. DATA PROTECTION AND INFORMATION SECURITY

Provider shall maintain and enforce reasonable technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of the Customer Data that are at least equal to industry standards for applications similar to the Application. However, because the success of this process depends on equipment, software, and services over which Provider has limited control, Customer agrees that Provider has no responsibility or liability for the deletion or failure to store any Customer Data or communications maintained or transmitted by the Application. Customer shall be responsible for backing up its own Customer Data. Customer has set no limit on the number of transmissions Customer may send or receive through the Application or the amount of storage space used, except as provided in the Proposal, and Customer's volume of transmissions may affect its Subscription Fees.

8. REPRESENTATIONS AND WARRANTIES

      8.1.   <u>Provider Representations and Warranties</u>. Provider represents and warrants that: (i) Standard Support Services shall be performed in a professional and workmanlike manner; and (ii) Provider shall, prior to making a new feature of the Application available, (a) scan it with commercially available anti-virus software and shall use reasonable efforts to remove viruses capable of being detected with such software, (b) not intentionally include in the Application any viruses, worms, trap doors, Trojan horses or other malicious code. Except as expressly set forth in this Section, Provider makes no representations and warranties and hereby specifically disclaims, all representations and warranties express or implied, arising by law or otherwise, arising under or relating to this Agreement.

      8.2.   <u>Conditions</u>. The warranties above are contingent upon: (i) the Application is implemented and operated by Customer in accordance with the Documentation; (ii) Customer notifies Provider of any warranty defect as promptly as reasonably possible after becoming aware of such defect, but in no event more than ten (10) calendar days after becoming aware

of such defect; (iii) Customer has properly used all Updates made available with respect to the Application, and any updates recommended by Provider with respect to any third-party software products that affect the performance of the Application; (iv) Customer has properly maintained all associated equipment and software and provided the environmental conditions in accordance with applicable written specifications provided by the applicable manufacturer of such equipment and software; (v) Customer has not introduced other equipment or software that causes an adverse impact on the Application; (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement; (vii) any legacy software with respect to which the Application is to operate contains clearly defined interfaces and correct integration code, and (viii) Customer has made no changes (nor permitted any changes to be made other than by or with the express approval of Provider) to the Application, except as may be permitted herein.

8.3.   Remedy. The parties negotiated this Section and it reflects a fair allocation of risk. Customer's exclusive remedies, and Provider's sole liability, with respect to any breach of this Section 10 will be, at Provider's option, for Provider to (i) promptly correct the applicable material defects that affect performance of and access to the Application (provided that, Customer notifies Provider in writing of such defect within the applicable warranty period); (ii) provide a workaround that is substantially similar in form and function reasonable acceptable to Customer; or (iii) if neither of the foregoing are reasonably practicable, accept termination of Customer's access and use of the Application and refund to Customer a pro-rata portion of unused, pre-paid Subscription Fees.

8.4.   Cooperation. Provider shall cooperate with Customer, at Customer's sole expense, with respect to any investigation, inquiry or audit by any regulatory authority that supervises, oversees or regulates Customer during the Term of this Agreement and for such time thereafter as may be required by applicable law.

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