QUICKBASE TERMS OF SERVICE

These **"Terms of Service"** govern Quickbase's provision, and any customer's access to and use, of any Services (as defined below). By (1) signing a copy of these Terms of Service, (2) clicking a consent box on a Quickbase website indicating acceptance of these Terms of Service, or (3) consenting to an order form with Quickbase or a Quickbase-authorized reseller (an **"Authorized Source"**) that references these Terms of Service, Customer agrees and becomes a party to these Terms of Service. These Terms of Service are effective as of the date of consent (in the case of an online consent box) or the date of last signature (in the event the parties exchange physical or digital copies) (**"Effective Date"**) and are by and between Quickbase, Inc., having its principal place of business at 290 Congress Street, Boston, MA 02210, USA (**"Quickbase"**) and the customer indicated in the online consent process, order form or executed copy of these Terms of Service (**"Customer"**). **"Agreement"** means these Terms of Service, including any attachments and any documents incorporated by reference herein.

1. **DESCRIPTION OF SERVICES.** Any Hosted Service, Support Service, Professional Service, Enablement Service, or AI Tool is a "Service."

2. **HOSTED SERVICE**.

    2.1 **Scope.** "Hosted Service" means Quickbase's cloud-based, application development and integration platform as a service. Quickbase may update the Hosted Service from time to time and use of new features or functionality may require Customer to elect to use those new features and pay additional fees, as set forth in a new Order (defined below). Hosted Service includes any and all functionalities, features, content, displays, look and feel, and interfaces and/or workflow, which are provided on or through the Hosted Service, excluding any and all Support Services, Enablement Services, and Professional Services.

    2.2 **Subscription.** Subject to the terms and conditions of this Agreement (including Customer's timely payment of applicable fees) and the applicable Order, Quickbase grants to Customer during the Term a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right to allow Users to remotely access and use the Hosted Service, solely for Customer's internal business purposes (the **"Hosted Service Subscription"**). The Hosted Service Subscription is limited to the applicable subscription plan, entitlements, and tiers purchased by Customer in, either: (a) the applicable signed order form (for annual subscribers); (b) the billing module (for monthly subscribers); or (c) a written order that the Customer has placed with an Authorized Source and which Quickbase has accepted in writing (an **"Authorized Source Order"**) (each, an **"Order"**). **"User"** means Customer's or its Affiliate's permanent or temporary employee, consultant, client, external user, contractor or agent, to whom Customer and Quickbase (or Authorized Source) grants access to the Hosted Service through unique Access Credentials (as defined herein). Customer will be responsible for any and all uses of the Hosted Service by any Users on behalf of Customer or any Affiliates of Customer, or otherwise occurring under Access Credentials assigned to Users of Customer or its Affiliates, but no Affiliate of Customer will have independent rights under the Agreement unless the Affiliate enters into a separate Order with Quickbase, in which case the rights and responsibilities of such Affiliate and its Users will be governed by the Order or Authorized Source Order with the Affiliate and these Terms of Service. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party to this Agreement, where control means equity ownership of fifty percent or greater interest in the voting shares held by an entity. Customer will also be responsible for any and all uses of the Hosted Service by any Anonymous Visitor. **"Anonymous Visitor"** means anyone that accesses Customer's applications, which applications Customer has configured for access without authentication.

    2.3 **Restrictions**. Except as otherwise agreed in writing by the parties, Customer will not: (a) modify or create derivative works of either the Hosted Service or Deliverables (as defined in Section 4.1) (except in the ordinary course of creating or maintaining applications); (b) reverse engineer, decompile, disassemble, inspect, or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Hosted Service or Deliverables, or the code delivered to a web-browser related to the Hosted Service; (c) sell, lease, sublicense, distribute, resell, or otherwise commercially exploit the Hosted Service or Deliverables, (d) interfere with or disrupt the integrity or performance of the Hosted Service or the data contained therein or disrupt any servers or networks connected to the Hosted Service; (e) remove, alter or obscure any proprietary notices associated with the Hosted Service or Deliverables; (f) provide false, out-of-date, or incomplete information to Quickbase, including in connection with billing or account registration, or fail to promptly update such information; (g) use the Hosted Service or any Deliverable in any manner inconsistent with this Agreement, including Quickbase's Acceptable Use Policy available via https://www.quickbase.com/acceptable-use-policy (**"Acceptable Use Policy"**), which is incorporated in its entirety into this Agreement; or (h) access or use the Hosted Service or any Deliverable in violation of any applicable laws, including any export laws or regulations. Customer is responsible for all actions of its Users, including any use restriction violations under this Agreement.

    2.4 **No Sharing of Logins.** Each User must use a unique login and password to access the Hosted Service (**"Access Credentials"**). Sharing of Access Credentials between Users is prohibited. Customer may not revoke and reassign Users on a regular or systematic basis in order to circumvent fees. Unless specified in an Order, Customer may not provide access to the Hosted Service in a manner that avoids incurring licensing or subscription fees or other charges, including access provided through a separate system, portal or other interface. No User may take actions which result in the User's access to (including attempts to access) the Hosted Service from more than one computer at any one time. In limited circumstances, such as managing integrations or workflows, Quickbase allows for the provision of a shared account, sometimes referred to as a

service account. These accounts should be appropriately named and tied to a real email address owned by Customer. Customer is responsible for securing the password and regularly rotating it in accordance with Customer's internal security policies and practices.

2.5 **Unauthorized Access.** Customer will immediately notify Quickbase if it learns of, or suspects, any unauthorized access to or use of the Hosted Service. Quickbase reserves the right, in its sole discretion and without liability to Customer, to take any action Quickbase deems necessary or reasonable to ensure the security of the Hosted Service and Customer's Access Credentials, including terminating Customer's access, requiring password changes, or requesting additional information to authorize activities related to Customer's account. Customer is solely responsible for: (a) the security and proper use of its Access Credentials, and must take all steps necessary to ensure that Access Credentials are kept secure, confidential, used properly and not disclosed to unauthorized persons; and (b) all activities and charges incurred in connection with Access Credentials, and activity taking place under such Access Credentials, where such charges and activities were originated using Access Credentials of the Customer. Quickbase is authorized to accept Access Credentials as conclusive evidence that the Customer, or its Users, have accessed or otherwise used the Hosted Service.

2.6 **Support Services.** During the term of the Hosted Service Subscription, Quickbase will support and maintain the Hosted Service (**"Support Services"**) in accordance with the Service Level Agreement attached as **Exhibit A** ("**SLA**").

2.7 **Convenience Features.** Quickbase offers the optional features described in this Section 2.7 (collectively, **"Convenience Features"**) solely as a convenience to Customer; thus, Convenience Features do not constitute "Services" as that term is defined in this Agreement. Unless otherwise provided in an applicable Ordering Document (as defined below), Support Services do not include support for any Convenience Features. QUICKBASE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ANY ASPECT OF ANY CONVENIENCE FEATURE, INCLUDING ANY FUNCTIONALITY RELATED THERETO. CONVENIENCE FEATURES, INCLUDING ALL OF THEIR RESPECTIVE COMPONENTS, ARE OFFERED ON AN "AS-IS," "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND ANY USE THEREOF IS AT CUSTOMER'S SOLE DISCRETION AND RISK. Customer's sole and exclusive remedy under this Agreement for any use of a Convenience Feature is to cease use of the feature.

(i) **App Exchange.** The app exchange feature of the Hosted Service (**"App Exchange"**) allows Customer to install template applications, parts of applications, and associated features and functions for use within Customer's own account. While the template applications and features are intended to work with the Hosted Service, Quickbase is not responsible for such template applications nor does Quickbase guarantee or certify that they will function properly for use with the Hosted Service. Customer may, but is not required to, upload its own template applications to the App Exchange for others to use. Each such submission by the Customer to the App Exchange is subject to additional supplemental terms that will be presented online prior to submission. Quickbase may discontinue the App Exchange at any time; discontinuation will not affect template applications previously downloaded by Customer from the App Exchange.

(ii) **Integrations.** Quickbase may allow Customer to integrate the Hosted Service with other third-party services (**"Integrations"**). While these Integrations may be designed to work with the Hosted Service, Quickbase is not responsible for the third-party aspects of the Integrations, including any application programming interface (**"API"**) provided by such third-party providers. Customer is responsible for establishing (and continuing) the relationship with, and operating and paying the costs associated with, any third-party services. Customer's use of any third-party service in connection with the Hosted Service, and any terms and conditions associated with such use, are solely between Customer and such third-party service provider. Quickbase is not responsible for Customer Data (as defined below) once it leaves the Hosted Service.

(iii) **Communities.** Quickbase may provide certain community forums (**"Forums"**) that allow Customer to interact with third parties, including other customers. These Forums are provided to Customer as a convenience and their use is entirely optional. Information posted on Forums is accessible and visible to others, so do not share confidential information as such information is not subject to any confidentiality obligations. Customer agrees to adhere to the Acceptable Use Policy in connection with its use of Forums. Quickbase does not review all material posted to and accessible via the Forums nor is Quickbase responsible for any user content or third-party websites made available on or linked thereto, however, Quickbase reserves the right to remove or refuse to post any material submitted to the Forums.

(iv) **Beta/Early Access.** Quickbase may invite Customer to try new features or functionality for the Hosted Service which are not generally commercially available, and which will be clearly identified as beta, early access, preview or other similar designation (**"Early Access Features"**). Early Access Features may be subject to additional terms provided to Customer prior to access thereof. Participation in any Early Access Features is at Customer's sole risk and discretion. Quickbase may modify or discontinue any Early Access Features at any time in its sole discretion and may never make them generally or commercially available. Additional fees may apply for continued use of such features once they are generally or commercially available.

3. ***OPTIONAL* ENABLEMENT SERVICES.**

3.1 **Scope.** "Enablement Services" means optional consulting or training services, if any, which Customer has elected to purchase in connection with its Hosted Service Subscription, as described in an applicable Order. Enablement

Services are limited to the applicable tier selected by the Customer in an applicable Order. Further details regarding Enablement Services can be found on Quickbase's website (https://www.quickbase.com/product-descriptions).

3.2   Support for Enablement Services. Except as specifically set forth in the Enablement Services product description on the Quickbase website, or specifically set forth in an Order, all Enablement Services are expressly excluded from the SLA and any Service Credit eligibility set forth in the Agreement, or any other support or maintenance obligations.

3.3   Additional Consulting Hours. Quickbase will not exceed the consulting hours available to the Customer without Customer's prior written approval and consent. If Customer should request that Quickbase perform Enablement Services beyond the available consulting hours, the parties will enter into a separate Order for additional consulting hours, at the then-current Quickbase hourly rates.

4.   *OPTIONAL* PROFESSIONAL SERVICES.

4.1   Scope. "**Professional Services**" means *optional* professional services defined under the terms of a statement of work executed by the parties (a "**SOW**") with reference to this Section 4. Quickbase will provide the Professional Services, including any work products and other deliverables set forth in a SOW ("**Deliverables**"). Each SOW will set forth the details of the applicable Professional Services, including the nature, scope, timetable(s), applicable payments, and any associated Deliverables to be produced. Any and all SOWs will be subject to the terms and conditions of this Agreement, including this Section 4.

4.2   Personnel. Quickbase may provide Professional Services through its employees, independent contractors and subcontractors or those of an Affiliate (collectively "**Personnel**"), and will assign Personnel with qualifications suitable for performing the Professional Services described in the relevant SOW. Quickbase may remove, replace or add additional Personnel in its sole discretion, provided that any replacement or additional Personnel are also suitably qualified. Quickbase will not disclose any Confidential Information (as defined below) of Customer to any unaffiliated subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information and be bound by obligations of confidentiality no less restrictive than those in this Agreement and then only to the extent necessary for such subcontractor to perform the Professional Services subcontracted to it. Quickbase will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by Quickbase's employees.

4.3   Intellectual Property Rights.

4.3.1   Rights in Deliverables. Except as otherwise specifically set out in this Section 4.3 or an applicable SOW, Quickbase shall retain exclusive ownership of all Deliverables produced by Quickbase in performing the Professional Services and all modifications, enhancements and upgrades thereto and all intellectual property rights therein. Subject to any third-party rights or restrictions and the other provisions of this Section 4.3, upon payment in full, Quickbase hereby grants to Customer a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use Deliverables solely for use as contemplated by the SOW.

4.3.2   Pre-Existing IP or Confidential Information. Notwithstanding Section 4.3.1 above, each party will retain exclusive ownership and all intellectual property rights it possessed prior to the date of the relevant SOW in any and all pre-existing intellectual property, Confidential Information, Customer Data, or Customer Applications (as defined below) of such party, including any general knowledge, concepts, know-how, tools methodologies, techniques or other proprietary information or material of any kind, as well as all rights in any improvement or developments made thereto in performance of the Professional Services or incorporated in the Deliverables (the "**Pre-Existing IP**").

4.3.3   License in Pre-Existing IP of Quickbase. Subject to the other provisions in Section 4.3, Quickbase hereby grants to Customer a royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license in perpetuity to use, modify and reproduce any Pre-Existing IP of Quickbase that is embedded in the Deliverables solely for Customer's internal use of such Deliverables as contemplated by the SOW, for so long as such Pre-Existing IP remains embedded in the Deliverables and is not separated therefrom.

4.3.4   License in Pre-Existing IP of Customer. Where Customer Pre-Existing IP is required by Quickbase to perform Professional Services, Customer hereby grants to Quickbase a royalty-free, non-exclusive, transferable (as provided in Section 22.8), non-sublicensable, worldwide license during the SOW term to use, reproduce, distribute, transmit and make derivatives of the Customer Pre-Existing IP in connection with Quickbase's performance of the Professional Services. Customer represents and warrants to Quickbase that Customer: (a) has sufficient rights in all Customer Pre-Existing IP, to hold the Customer Pre-Existing IP and deliver it to Quickbase as contemplated in applicable SOW; (b) has obtained from all individuals, persons, and third parties any required consents, licenses, and authorizations, and has provided all required notices with respect to the collection, retention, disclosure and use of the Customer Pre-Existing IP that are required under applicable foreign, federal and state laws and regulations, including privacy rules and policies; and (c) will only provide Customer Pre-Existing IP to Quickbase that (x) does not infringe or violate any intellectual property rights, publicity, privacy, confidentiality, contractual or other rights, or any foreign, federal, state or local law or regulation, and (y) is not defamatory, offensive, misleading, false, harmful to minors, or obscene.

4.3.5 **Quickbase Products.** For the avoidance of doubt, nothing in this Agreement will be deemed to provide any ownership, license or other rights to Customer for any of Quickbase's software, databases, add-ons, plugins, utilities, or other products or services that Quickbase makes commercially available, even if those products or services are configured to work with the Deliverables. Limited rights to use such products or services may be separately obtained by Customer subject to Quickbase's then-current standard terms.

4.4 **Support for Deliverables.** Unless specifically set forth in a SOW, all Professional Services and any Deliverables arising therefrom are expressly excluded from the SLA, or any other support or maintenance obligations.

4.5 **Travel and Expenses.** Customer will reimburse Quickbase for pre-approved, reasonable, and necessary expenses (including travel-related expenses) incurred while performing Professional Service(s). Any such fees will be invoiced monthly in arrears and paid according to the SOW.

4.6 **Changes in Professional Services.** Either party may submit a request for modification of any Professional Services and any associated SOW by email or in writing (a "**Change Request**"). The appropriate personnel will review the Change Request and either approve it for further investigation or reject it if the parties cannot mutually agree. Upon the conclusion of the investigation, Quickbase will prepare an estimate, and then deliver to Customer a proposed amendment to change the Professional Services and any associated SOW (a "**Change Order**"). The proposed Change Order prepared by Quickbase will describe the requested change, as well as the estimated additional cost and impact on the schedule, if any. Customer may accept the Change Order by signing and returning the Change Order to Quickbase.

4.7 **Assumptions and Customer's Responsibilities.** Quickbase has relied upon the following terms, general assumptions, and Customer responsibilities in agreeing to perform the Professional Services and estimating the number of hours required to perform the Professional Services. If the terms and assumptions are incorrect, or if the Customer responsibilities are not performed in a timely manner, the estimated number of hours, fees and expenses may be increased and a change to the scope of work may be required, in addition to any other remedies that may be available to Quickbase under the Agreement. A SOW may include additional assumptions and Customer responsibilities.

4.7.1 **Timely Response.** Customer agrees to use reasonable commercial efforts to respond to Quickbase's requests in a timely manner. Delays in providing timely responses or assistance to Quickbase will result in delays to the SOW estimated timeline.

4.7.2 **Hours Balance.** Quickbase will have the right to stop performance or delivery of any Professional Services if Customer's hours balance under a current SOW has been expended. Quickbase will inform the Customer when the hours balance is low, with an offer to purchase additional hours through a Change Order, as set forth in Section 4.6. Quickbase will resume any Professional Services only after a Change Order securing additional service hours by the Customer has been executed by the parties.

4.7.3 **Cancellations.** If Customer cancels a scheduled meeting with less than two (2) business days' prior written notice to Quickbase, the allocated hours for that meeting will be credited to Quickbase, and Quickbase will bill all such allocated hours as if the meeting had occurred, unless cancellation is caused by an act of nature (storms, fire, hurricanes, or other acts not in the control of the Customer.

4.7.4 **Hours of Operation.** Professional Services will be performed during standard local business hours except on national holidays, Quickbase corporate holidays, Customer corporate holidays, or other holidays as mutually agreed. Quickbase will make all decisions, in its sole discretion, concerning any accommodations for Quickbase Personnel to take time off for illness, health and welfare, personal obligations, and vacations.

4.7.5 **Customer Personnel.** Customer will ensure that Customer personnel with the appropriate authority and skill level are available to Quickbase at the applicable points during the engagement or as reasonably requested by Quickbase. Customer will also designate a Customer resource who will manage Customer personnel, tasks, risks, issues and action items. Customer is responsible for the quality of all components of the engagement that are created by its internal or external development personnel, and for ensuring that Customer development activities (including Customer's internal developers and external development personnel) adhere to a mutually agreed project plan consistent with the implementation and development methodology used by Quickbase.

4.7.6 **Customer Documents.** Customer is responsible for creating all documents required by Customer or Quickbase during the performance of the Professional Services, unless those documents are listed in the applicable SOW as a Deliverable.

4.7.7 **Testing.** Where the Professional Services include testing, Customer is responsible for: (a) developing integration, system, and user test plans, and performing the testing with such assistance from Quickbase as may be defined in the SOW; (b) providing test data that fully and accurately represents production data to support testing efforts defined in the SOW (if test data includes simulation data, Customer recognizes that simulation data may not expose all defects, and adjustments to the scope and schedule of the project may be required when using simulation data); (c) building, updating, and testing all interfaces to and from any solution, unless interfaces are listed as a Deliverable; and (d) in instances where

the Customer has opted to forgo development and testing in a development environment, indemnifying, defending, and holding Quickbase harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) for any claims arising from or related to any development and Professional Services performed in a production environment.

        4.7.8   **Migration Data.** Failure of the Customer to provide any necessary migration data to Quickbase may result in delays and may be subject to additional effort and cost.

        4.7.9   **Administrative Access.** Where the Professional Services require Customer to provide Quickbase with administrative level access to any Customer system or application, Customer agrees to use reasonable commercial efforts to provide access in a timely manner. Customer will continually maintain appropriate access levels, including removing access upon final completion of Professional Services.

    4.8   **Non-Solicitation.** Without Quickbase's prior written consent, Customer shall not: (a) during any SOW term and for a period of one (1) year thereafter, solicit for employment any Personnel, or induce or encourage any Personnel to terminate their employment, agency, or individual contractor relationship with Quickbase or an applicable Affiliate of Quickbase; or (b) within one (1) year of any Personnel's resignation or dismissal, employ or contract with any former Personnel. This Section 4.8, however, shall not prohibit Customer from employing or otherwise engaging any person who has responded to a bona fide recruitment advertisement not specifically targeted to the person employed or otherwise engaged by Customer.

5.   *OPTIONAL* **AI TOOLS**

    5.1   Scope. "**AI Tools**" means optional artificial intelligence and machine learning tools, if any, the use of which Customer has elected to license in connection with its Hosted Service Subscription, as described in an applicable Order. If an applicable order form includes a subscription to use any specified AI Tools, Quickbase grants Customer a limited, non-exclusive, non-transferable, revocable, subscription to remotely access and use the AI Tools in connection with all software applications developed by or on behalf of Customer using the Hosted Service ("**Customer Applications**"), for the sole purpose of enhancing or improving Customer Applications..

    5.2   As described in an applicable Order, Quickbase may either allow Customer's Users to use the AI Tools directly on its Customer Applications, or at Customer's request, may perform such work itself, in all instances at the direction of and for the benefit of the Customer.

    5.3   In its sole discretion, Customer may elect to use certain AI Tools to de-identify and anonymize any Customer Data in the Customer Applications ("**Cleaning AI Tools**"), and to make available to Quickbase (a) such de-identified and anonymized Customer Data, (b) and any associated statistical and performance evaluation information related to the provision and operation of AI Tools in connection with Customer Applications and such de-identified and anonymized data (collectively, "**AI Tool Data**"). In the event Customer elects to use such Cleaning AI Tools, Customer hereby grants to Quickbase a non-exclusive, royalty-free, fully-paid, worldwide, transferable (as provided in Section 22.8), and perpetual license to copy, reproduce, transmit, distribute, execute, host, store, display, and use and create derivative works based on AI Tool Data for purposes of training its algorithms internally through machine learning and artificial intelligence techniques to further develop, improve, optimize, enhance, and provide AI Tools to customers. Any AI Tool end product or service will be anonymized, de-identified, and/or aggregated so that it: (a) will not identify Customer or its Users; and (b) cannot be used, alone or in conjunction with other information, to identify any specific person.

6.   **LICENSE TO CUSTOMER DATA.** Customer grants to Quickbase a non-exclusive, royalty-free, fully-paid, worldwide, transferable (as provided in Section 22.8) license to copy, reproduce, transmit, distribute, execute, host, store, display, and use and create derivative works based on the Customer Data and Customer Applications, for the sole purposes of enabling Quickbase to provide the Hosted Service, Support Services, Enablement Services, Professional Services, and AI Tools, as applicable. "**Customer Data**" means information, content, data and other materials transmitted, uploaded, or stored by Customer in the Hosted Service, but does not include "**Account Information**" or "**Service Usage Data.**" "**Account Information**" means information about Customer or its Users that Customer provides to Quickbase in connection with creation or administration of the Customer account, including names, usernames, phone numbers, email addresses, and billing information associated with the Customer account.

7.   **SERVICE USAGE DATA & ANALYSES.** "**Service Usage Data**" means any data, metadata, or content related to how the Customer and its Users use the Hosted Service, which is collected automatically, manually, or passively whenever Customer or a User interacts with the Hosted Service, including other information related to the performance and operation of the Hosted Service, that does not directly or indirectly identify Customer, Users, or any natural person. Quickbase may use the Service Usage Data for any lawful purpose, including for compliance and improving Quickbase's products and services, to create statistical analyses, and for research and development purposes (collectively, "**Service Analyses**"). Quickbase may make Service Analyses publicly available solely for reporting and marketing purposes; provided that such information will be anonymized, de-identified, and/or aggregated so that it: (a) will not identify Customer or its Users; and (b) cannot be used, alone or in conjunction with other information, to identify any specific person. Except as expressly set forth in an Order,

Quickbase will have no obligation to provide any Service Usage Data or Service Analyses to Customer or its Users in any form whatsoever.

8. FEES, TAXES, USAGE & AUDIT

8.1   **Fees**. Customer will pay to Quickbase the fees set forth in each Order, Statement of Work, or Change Order (each, an "**Ordering Document**") in accordance with the payment terms set forth in this Agreement and the applicable Ordering Document. Where an Authorized Source Order sets forth any fees that are payable directly to Quickbase by Customer, Customer will pay to Quickbase such fees in accordance with the payment terms set forth in this Agreement: YEAR ONE- $19,620.00 (Business User $11,220.00, Essential Enablement Service Package $5,400.00 and Form Engine Annual of $3,000.00); YEAR TWO--$14,880.00 WITH CUSTOMER OPTION TO PURCHASE ESSENTIAL ENABLEMENT PACKAGE FOR ADDITIONAL $5,400; YEAR THREE--$15,540.00 WITH CUSTOMER OPTION TO PURCHASE ESSENTIAL ENABLEMENT SERVICE PACKAGE FOR ADDITIONAL $5,400.00. After a thirty-six (36) month initial term, Quickbase reserves the right to change fees for the Service no more than 3% per year at any time, at its discretion, with notice to you, which notice may be provided to your email address on file with Quickbase or through your Quickbase account; provided, that any increase in fees will take effect on the renewal of your then-current subscription term.- Customer will pay all fees to Quickbase on or prior to the due date set forth in the Ordering Document, as applicable. Customer agrees and acknowledges that an Authorized Source Order may set forth additional fees payable to an Authorized Source by Customer, and Customer agrees to pay all such fees in accordance with an agreement between Customer and an Authorized Source. Late payments, if any, are subject to interest at 1.5% per month or, if lower, the maximum rate allowed by applicable law, from the due date until paid. If Quickbase pursues collection efforts against Customer due to Customer's failure to pay any fees due under this Agreement, notwithstanding any limitations of liability suggesting otherwise, Customer will pay Quickbase's reasonable costs of collection, including any attorneys' fees related thereto. Unless otherwise expressly set forth in the Agreement, all fees will be paid in USD and are nonrefundable, and Customer is responsible for fees associated with all Services purchased, regardless of whether used.

8.2   **Taxes.** Customer is responsible for paying all applicable taxes in connection with this Agreement (except for taxes based on Quickbase's income) provided that Quickbase specifically delineates what taxes are due. Fees do not include applicable taxes, and all payments will be made without a deduction for any taxes owed. If Quickbase is required to collect or pay any tax for which Customer is responsible, Quickbase will invoice Customer and Customer will pay such taxes and duties directly to Quickbase. If Customer remits taxes on its own, Customer will provide Quickbase with official receipts issued by the appropriate taxing authority, or such other evidence as Quickbase may reasonably request, to establish that such taxes have been paid. If Customer is tax exempt, Customer will promptly provide evidence of such exempt status to Quickbase.

8.3   **Additional Usage.** If Customer exceeds any of the usage terms, quantities, or entitlements specified in an applicable Ordering Document and purchased during the Subscription Term (as defined below): (a) Customer may purchase additional usage or Services ("**Additional Services**") via a signed Ordering Document; or (b) Quickbase may issue an invoice to Customer for the Additional Services without a separate signed Ordering Document - in either case, the applicable fees for Additional Services will be prorated for the remainder of the then-current Subscription Term. For the avoidance of doubt, if Customer has entered into a multi-year Subscription Term, any Additional Services purchased or billed, and the fees associated therewith, will also be charged for each annual or monthly period remaining for the full Subscription Term. Customer will be responsible for any such Additional Services fees in accordance with the payment terms set forth in this Agreement and any applicable Ordering Document.

8.4   **Audit.** Quickbase or its authorized agents (including its accountants and auditors, subject to execution of a nondisclosure agreement reasonably acceptable to Customer) may, on no less than 30 (thirty) days' prior written notice, inspect and audit Customer's use of the Services under this Agreement at any time during the Term and for two (2) years following the termination or expiration of this Agreement.

8.4.1   **Audit Procedure.** All audits will be conducted during regular business hours, and no more frequently than once in any 12 (twelve) month period, and in a manner that does not unreasonably interfere with Customer's business operations. Customer will make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Quickbase with respect to such audit, provided however that Quickbase will only examine information directly related to Customer's use of the Services.

8.4.2   **Cost and Results of Audit.** If the audit determines that Customer's use of the Services exceeded the usage permitted by this Agreement or an applicable Ordering Document, Customer will pay to Quickbase all amounts due for such excess use of the Services, plus interest on such amounts, as calculated pursuant to Section 8.1. - Quickbase will provide Customer with a written report of audit results, and Customer will make all payments required under this Section 8.4.2 within 30 (thirty) days of the date of such written report.

9.   **CONFIDENTIALITY** Each party agrees not to disclose the other party's Confidential Information without its prior written consent. "**Confidential Information**" includes all non-public information provided by one party to the other, including: (a) all intellectual property; (b) financial information (including pricing) and business information; (c) product roadmaps and (d) Customer Data. Confidential Information does not include (x) information that has become publicly known

through no breach by Customer or Quickbase of these confidentiality obligations; (y) information that is independently and lawfully developed or obtained without access or reference to, or use of, Confidential Information, as evidenced in writing. If a receiving party is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any Confidential Information of the disclosing party, the receiving party will, unless prohibited by law, promptly notify disclosing party of such fact and cooperate fully (at disclosing party's expense) with the disclosing party and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request, or order to the extent deemed appropriate by the disclosing party. The receiving party will disclose only that portion of the disclosing party's Confidential Information that is legally required to be disclosed. In the event of a breach or threatened breach of this Section, the disclosing party will be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond. Upon the disclosing party's request, the receiving party will, at disclosing party's election, promptly return or destroy all Confidential Information, including all copies and any derivatives related thereto. Notwithstanding the foregoing, any such requests related to Customer Data will be handled in accordance with Quickbase's privacy policy, as further described in Section 10 (Security and Privacy). For the avoidance of doubt, the obligations to maintain the confidentiality and non-use of Confidential Information will survive the termination or expiration of the Agreement. Customer acknowledges and agrees that Quickbase may retain Account Information after the termination or expiration of the Agreement for the purpose of administering the account, including billing and fulfilling Quickbase's obligations under the Agreement.

10. SECURITY AND PRIVACY.

10.1 **Data Backup.** Quickbase will follow its standard archival procedures for storage of Customer Data and Customer Applications. In the event of any loss or corruption of Customer Data and Customer Applications, Quickbase will use commercially reasonable efforts to restore the lost or corrupted Customer Data and Customer Applications from the latest backups maintained by Quickbase in accordance with its archival procedures.

10.2 **Privacy and Data Protection.** The principles that govern our privacy practices with respect to this Agreement are found at https://www.quickbase.com/privacy. Quickbase processes all personal data for purposes of this Agreement in accordance with the applicable Data Processing Agreement or Addendum between the parties, if any.

10.3 **Data Security.** Quickbase will maintain commercially reasonable data security policies intended to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Data, consistent with http://www.quickbase.com/security-and-compliance. Upon request, up to once per year, Quickbase will provide Customer with confidential reports of third-party examinations or audits (such as SOC 1, SOC 2). Before sharing Customer Data with third-party service providers, Quickbase will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Quickbase is not responsible for any person or entity accessing, using, modifying, deleting, or disclosing Customer Data without authorization of Customer when: (a) caused by acts or omissions of Customer (including any User); or (b) Quickbase is in compliance with its security policies, procedures, and controls.

10.4 **Data Protection Addendum.** The Data Protection Addendum found on the Quickbase website at https://www.quickbase.com/data-protection-addendum is incorporated into and made a part of this Agreement.

11. OWNERSHIP.
As between the parties: (a) Customer owns all right, title and interest in its name, trademarks, service marks and logos, its Confidential Information (including Customer Data), and Customer Applications (to the extent distinct from any Service or Deliverables); and (b) Quickbase owns all right, title, and interest in and to the Services, its name, trademarks, service marks and logos, its Confidential Information (including Service Usage Data and AI Tool Data). Each party reserves all of its rights not expressly granted in this Agreement.

12. SUSPENSIONS.

12.1 **Screening.** Quickbase does not pre-screen Customer Data or Customer Applications, but Quickbase will have the right (but not the obligation) to remove any Customer Data and/or Customer Application that violates this Agreement if Quickbase reasonably believes that a violation exists and the parties have not been able to resolve such violation. Additionally, Quickbase reserves the right to immediately suspend Customer's access to and use of all or a portion of its account, the Hosted Services, or any particular Customer Data or Customer Application, as determined by Quickbase in its reasonable discretion: (a) if Customer Data or Customer Application contains illegal or infringing material or is likely to cause significant harm to the Hosted Service or a third party; or (b) as may be required in order to avoid a violation of any applicable law or regulation.

12.2 **Failure to Pay.** Quickbase may suspend the Hosted Service and/or any other Services if Customer is more than 15 (fifteen) days past due in its payment of fees. -.

13. TERM.
This Agreement commences as of the Effective Date and will remain in effect until all of Customer's Ordering Documents have expired or been terminated in accordance with the terms of this Agreement (each, the "**Term**"). Each

Ordering Document will start on the date specified in the Ordering Document and unless earlier terminated in accordance with this Agreement, will continue for the subscription term or duration set forth therein ("**Subscription Term**"), including any renewals thereof. Unless otherwise set forth in an Ordering Document, each Subscription Term for Enablement, Support, and Hosted Services will automatically renew for successive 1-year periods, or in the case of monthly credit card customers, successive monthly periods, until terminated as set forth herein. Notwithstanding the foregoing, if the Customer has obtained access to the Services through an Authorized Source, Customer may be subject to the term and termination provisions contained in Customer's binding written agreement with an Authorized Source, including any Authorized Source Order.

14.   TERMINATION. Unless otherwise prohibited by law, either party may terminate this Agreement and/or any applicable Ordering Documents: (a) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws; or (b) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 30 (thirty) days after written notice identifying the matter constituting the material breach. Termination of an individual Ordering Document will not affect any other Ordering Documents then in effect; however, upon an early termination of this Agreement for any reason, all then-current Ordering Documents will terminate, provided however that termination of this Agreement or an Order for Hosted Services will cause the termination of all uncompleted SOWs then being performed pursuant to this Agreement. Unless termination of this Agreement or an applicable Ordering Document resulted from a material, uncured breach of this Agreement or the applicable Ordering Document by Quickbase, Customer will immediately pay to Quickbase, in addition to any other amounts then due and owing to Quickbase, a termination charge equal to all fees that would have been due for Services that would have been provided by Quickbase under the applicable Ordering Documents, had those Ordering Documents not been terminated. In the event of the termination or expiration of this Agreement, all licenses granted under this Agreement will terminate automatically, all Service obligations will cease, and Customer will immediately cease using the Hosted Service and all other Services. Any terms which by their nature extend beyond the termination of this Agreement will remain in effect until fulfilled or expired.

15.   REPRESENTATIONS AND WARRANTIES.

15.1   **General.** Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) this Agreement is valid, binding and enforceable in accordance with its terms; (b) the person entering into this Agreement on behalf of an entity has been duly authorized and empowered to enter into this Agreement; and (d) it will perform its obligations or exercise its rights hereunder in conformance with all Applicable Laws and Specified Laws. "**Applicable Laws**" means all laws and regulations which are generally applicable to the party's business, without taking into consideration Customer's specific industry, type of business or data. Customer agrees it is responsible for identifying with specificity and including in each applicable Ordering Document any laws and regulations which are specific to Customer's industry, business or data (collectively, "**Specified Laws**") and which Customer would like Quickbase to comply with when providing Services under that Ordering Document.

15.2   **Hosted Service.** Quickbase represents and warrants that: (a) the Hosted Service will be provided substantially in accordance with the terms of this Agreement; and (b) it has taken commercially reasonable efforts to prevent a computer virus, worm, time bomb, logic bomb or other such similar computer program from impacting Customer's use of the Hosted Service. As Customer's sole and exclusive remedy, and Quickbase's sole liability, for any breach of the foregoing warranty, Quickbase will use commercially reasonable efforts to modify or reperform the Hosted Service so that it conforms to the requirements of this Agreement. The warranty above will not apply: (i) if the Hosted Service is not used in accordance with this Agreement; (ii) if the non-conformity is caused by third-party products or services; (iii) to any modification of the Hosted Service not performed by Quickbase; or (iv) to any combination by Customer of the Hosted Service with third-party products or services.

15.3   **Support Services**. Quickbase will provide Support Services for the Hosted Service substantially in accordance with Exhibit A.

15.4   **Enablement Services and Professional Services**. Enablement Services and Professional Services will be performed competently in accordance with currently accepted standards and practices for services of a similar nature. Customer must provide Quickbase with written, detailed notice of any alleged breach of this warranty within five (5) days after completion of the applicable Enablement Services or Professional Services. Quickbase's entire liability and Customer's sole remedy for Quickbase's uncured breach of this warranty will be for Quickbase to, at its option: (i) use commercially reasonable efforts to correct that breach; or (ii) refund the portion of any fees received under an Order that corresponds to that breach.

15.5   **AI Tools**. Quickbase represents and warrants that it has taken commercially reasonable efforts to prevent a computer virus, worm, time bomb, logic bomb or other such similar computer program from impacting Customer's use of the AI Tools. As Customer's sole and exclusive remedy, and Quickbase's sole liability, upon becoming aware of any breach of the foregoing warranty, Quickbase will use commercially reasonable efforts to modify the AI Tools so that they conform to the requirements of this Agreement. The warranty above will not apply: (i) if the AI Tools are not used in accordance with this Agreement; (ii) if the non-conformity is caused by third-party products or services; (iii) to any modification of the AI Tools not performed by Quickbase; or (iv) to any combination by Customer of the AI Tools with third-party products or services.

15.6   **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 15, QUICKBASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER OR SERVICE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, SYSTEM INTEGRATION, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT AND SUITABILITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE OR OTHERWISE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS ONLY AND QUICKBASE DOES NOT REPRESENT OR WARRANT THAT ANY SERVICE WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR THAT IT WILL BE TIMELY, SECURE OR ACCURATE. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM QUICKBASE WILL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, QUICKBASE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY FAILURE OF QUICKBASE TO MEET ANY EXPRESS WARRANTIES DUE TO ACTS WITHIN THE CONTROL OF CUSTOMER. QUICKBASE DOES NOT WARRANT RESULTS THAT MAY BE OBTAINED OR ACHIEVED AS A RESULT OF ANY ENABLEMENT SERVICE, PROFESSIONAL SERVICE OR ASSOCIATED SERVICE PACKAGES, OR THAT PROFESSIONAL SERVICES OR DELIVERABLES WILL WORK IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT NOT SPECIFIED IN THE APPLICABLE ORDERING DOCUMENT, OR THAT OPERATION OF ANY DELIVERABLE CONSISTING OF SOFTWARE WILL BE FREE OF NON-MATERIAL ERRORS, BUGS OR MINOR INTERRUPTION, OR THAT ALL SUCH ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT QUICKBASE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. QUICKBASE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16.   INDEMNIFICATION.

16.1   **Quickbase Indemnification.** Quickbase will defend and indemnify Customer, its employees, officers, agents, directors, subsidiaries, successors and assigns against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third-party claims, suits, or proceedings ("**Claims**") to the extent arising from an allegation that a Service infringes any copyright, patent, trade secret right, or trademark of a third party arising under United States law. In the event that the Service or any part thereof is likely to, in Quickbase's sole opinion, or does become the subject of an infringement-related Claim, Quickbase will have the right to: (a) procure for Customer the right to continue using the Service; (b) modify the Service to make it noninfringing; or (c) terminate this Agreement and provide Customer with a pro-rata refund of any pre-paid fees. Quickbase will have no liability for any Claim or demand arising from: (i) the use or combination of the Service or any part thereof with software, hardware, or other materials not developed by Quickbase if the Service or use thereof would not infringe without such combination; (ii) where changes were made, or actions taken, by Quickbase upon instructions from Customer and liability would not have arisen but for such instructions; (iii) a breach by Customer of any obligation under this Agreement or a use of the Service by Customer or any User in a manner outside the scope of any right granted herein if the Claim would not have arisen but for such breach or unauthorized use; (iv) modification of the Service by or on behalf of Customer; or (v) where Customer continues allegedly infringing activity after being notified thereof in writing or after being informed of or provided with modifications that would have avoided the alleged infringement. **The foregoing states Quickbase's entire liability and Customer's sole and exclusive remedy for intellectual property rights infringement.-**

16.2   **Additional Disclaimer.** Quickbase hereby disclaims any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims arising out of or related to (i) Customer Data, (ii) Customer Applications, (iii) any Integrations by Customer in accordance with Section 2.7(ii) (Integrations), (iv) an actual or alleged breach or violation by Customer of Section 2 (Hosted Service), Section 8.1 (Fees), Section 8.2 (Taxes), Section 9 (Confidentiality); or (v) Customer's failure to comply with all applicable laws and regulations, including privacy regulations. -

16.3   **Process.** The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense at the indemnifying party's expense; and (c) at indemnifying party's option, giving sole control of the defense and any related settlement negotiations to the indemnifying party. The indemnifying party will not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such Claim against the indemnified party.

17.   LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, LOST PROFITS OR INCOME, LOSS OF BUSINESS, OR LOSS OF GOODWILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF QUICKBASE OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND REGARDLESS OF HOW CAUSED OR FORESEEABLE; AND (II) EITHER PARTY'S ENTIRE LIABILITY HEREUNDER FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO DIRECT, PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID OR PAYABLE TO QUICKBASE BY CUSTOMER DURING THE PRIOR 12 (TWELVE) MONTH PERIOD TO WHICH THE APPLICABLE CAUSE OF ACTION AROSE.

FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR WILLFUL MISCONDUCT.

18. **INSURANCE.** Quickbase will maintain at least the following insurance during the Term: (a) general liability insurance of $1 million per occurrence and $2 million in aggregate; (b) automobile insurance of $1 million per occurrence; (c) umbrella insurance covering (a)-(b) of an additional $3 million; (d) worker's compensation insurance in accordance with statutory requirements; and (e) technology errors and omissions and cyber insurance of $3 million. All such coverage will be issued by insurers properly authorized to do business in the jurisdictions in which the Service is performed. Each insurer will be rated A-, VII or better by A.M. Best. Upon request, Quickbase will provide Customer with a certificate of insurance evidencing the applicable coverages set forth herein.

19. **FEEDBACK.** At its option, Customer may provide feedback, suggestions and/or recommendations about the Service to Quickbase ("**Feedback**"). If Customer provides Feedback, then Quickbase may use such Feedback for itself and other customers, without restriction and without obligation to Customer.

20. **PUBLICITY.** Quickbase may publicly refer to Customer as a customer of Quickbase, including on Quickbase's website and in sales presentations, and may use Customer's name and logo for such purposes, unless Customer opts out of such naming rights by notifying Quickbase via email to publicity@quickbase.com and including "Opt Out" in the subject line of the email.

21. **NOTICES.** All notices under this Agreement will be in writing; delivered by hand, e-mail, certified mail (return receipt requested, postage prepaid) or a nationally recognized next-day courier service (all delivery charges prepaid) to the addresses indicated either below or on the applicable Ordering Document. All notices will be effective upon: (a) receipt by the party to which notice is given; (b) the first day following sending by electronic mail; or (c) on the third (3rd) day following mailing, whichever occurs first. Each party may change its address for receipt of notice by giving notice of such change to the other party. Notwithstanding the foregoing, Customer acknowledges and agrees that Quickbase may send service notices to Customer via email or by posting them on one of Quickbase's webpages, such as service.quickbase.com.

Notice to Quickbase:
By mail: Quickbase, Inc.
             Attn: General Counsel
             290 Congress Street
             Boston, MA 02210
By e-mail: generalcounsel@quickbase.com

Notice to Customer:
By mail or email: To the contact identified in Customer's most recent Ordering Document.

22. **GENERAL.**

22.1   **Independent Contractors.** Quickbase's relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other and will not represent to any third party that it has any authority to act on behalf of the other.

22.2   **Remote Work.** Unless otherwise agreed in writing in an applicable Ordering Document, all Services will be provided by Quickbase Personnel remotely from Quickbase offices or other locations, and travel only as mutually agreed in writing. Where Services are performed by Quickbase at Customer's location (or a location managed by Customer), Customer will: (a) complete any facility preparations required for the Services at least two (2) weeks prior to the start of the Services, including preparation of the network infrastructure (equipment, bandwidth, and setup), and procurement and installation of required third-party hardware and/or software; and (b) provide Personnel with appropriate office accommodations, including workspace with broadband Internet access and local telephone extensions for all Personnel, a dedicated Quickbase team room, and equipment/workstations suitably configured to enable Quickbase to provide the Services.

22.3   **Infrastructure.** Except as expressly set forth in an applicable Ordering Document, Customer will provide and is responsible for all Internet connectivity, internal infrastructure, graphics collateral, and hardware and software necessary to use any Services, including any Deliverables, such as any application deployment within the Customer environment.

22.4   **Language.** Unless otherwise agreed in writing in an applicable Ordering Document, all Services, including all correspondence and documents, and all Deliverables, will be provided in English, and all meetings will be conducted in English.

22.5   **Governing Law; Jurisdiction**. This Agreement will be governed and interpreted by and under the laws of the State of Delaware applicable to contracts entered into and wholly performed therein and the parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods, the Convention on the Use of Electronic Communications in International Contracts, and the Uniform Computer Information Transactions Act. Any disputes arising out of or related to this Agreement or performance hereof, shall be exclusively brought in the federal or state courts in the State of Delaware and the parties waive any objections related thereto.

22.6   **Jury Trial.** The parties irrevocably waive any right to a trial by jury.

22.7   **Statute of Limitations.** Notwithstanding any law providing a longer statute of limitations, any Customer claim or cause of action arising out of or related to this Agreement and/or Customer's use of the Service must be filed within two (2) years after such claim or cause of action arose, without regard to the date such claim or cause of action was discovered, or such claim or cause of action will be forever barred.

22.8   **Assignment.** Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Quickbase may assign this Agreement without Customer's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any attempted assignment or transfer in violation of the foregoing will be null and void.

22.9   **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, strike, widespread disease, epidemic, pandemic, quarantines, shortage of materials, fire, earthquake, flood, terrorism, failure of utility or telecommunications providers, denial of service attack, failure of suppliers, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

22.10   **No Third-Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

22.11   **Federal Government End Use Provisions.** If Customer is the U.S. government or any entity acting on its behalf, each Service is licensed as a Commercial Item, as that term is defined at 48 C.F.R. §2.101, and licensed only with those rights as are granted to all other entities or individuals entering into an agreement to use the Service. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Quickbase to determine if there are acceptable terms for transferring such rights, and in such case, enter into a separate addendum signed by both parties specifically conveying such other rights.

22.12   **Export; Anti-Corruption.** Each party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act ("**FCPA**") and/or the Organization for Economic Cooperation and Development ("**OECD**") prohibiting foreign bribery and improper payments.

22.13   **Waiver; Remedies.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by an authorized representative of each party. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

22.14   **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. A manually or electronically signed copy of this Agreement or any Ordering Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement or Ordering Document.

22.15   **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

22.16   **Future Functionality.** Customer acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality.

22.17   **Miscellaneous; Entire Agreement**. Any use of the term "include" or "includes" or "including" will mean "include without limitation," "includes without limitation" and "including without limitation," respectively. This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior agreements, proposals

or representations concerning the subject matter of this Agreement. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, and are hereby rejected. No amendment of any provision of this Agreement (or any Ordering Document) will be effective unless in writing and signed by the parties. In the event of a conflict or inconsistency between the terms of this Agreement and any agreement between Customer and an Authorized Source, the terms of this Agreement will control.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the Effective Date.

Quickbase, Inc.   **Customer:** _Natalie Cleuly_

By:_____   By:_ NATALIE MAGDEBURGER _

Name:_____   Name: _ TOWN OF FENWICK ISLAND _

Title:_____   Title: _ MAYOR _

Date:_____   Date: _ 1/16/2025 _

Exhibit A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") sets forth the terms and conditions of the agreement between Quickbase and Customer regarding the Support Services and the availability of the Hosted Service. Capitalized terms not otherwise defined in the Agreement will have the meaning given to them in this SLA. Unless otherwise indicated, all section cross-references are to sections in this SLA. In the event of a conflict between the terms of this SLA or the Agreement, the terms of this SLA will control.

1. DEFINITIONS

The following definitions apply to this SLA:

Availability: the percentage computed by dividing the actual number of minutes that the Hosted Service is available to users in a given Calendar Quarter (as defined below) by the total number of minutes in that Calendar Quarter. Quickbase will not be considered available during any "Outage" (as defined below) except for a "Permitted Outage" (as defined below).

Calendar Quarter: the following intervals, January 1 – March 31; April 1 – June 30; July 1—September 30; October 1—December 31.

Emergency Outage Incident: maintenance required as a result of conditions beyond Quickbase's reasonable control. Such emergency maintenance may occur at any time, as Quickbase deems necessary, and will be announced on the Quickbase Service Page.

Outage: the period (measured in minutes) during which the Hosted Service is not available to process Quickbase requests.

Planned Outage: an outage incident announced on the Quickbase Service Page prior to the incident date/time.

Permitted Outage: any Outage which is caused by one or more of the following:
(a) Activities which Customer directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, acts of civil disobedience, acts of war, acts against parties (including third party carriers or other vendors), or a force majeure event, as described in the Agreement;
(b) Periods of Planned Outages or Emergency Outage Incidents;
(c) Customer-provided content or programming errors, including content installation and integration;
(d) Customer's performance of any activity on customer's network or computing resources;
(e) Work performed at Customer's request (for example, additional technical assistance);
(f) Lack of availability or untimely response time from Customer to respond to incidents that require its participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite services;
(g) Customer's breach of its material obligations under the Agreement;
(h) Customer's performance of any technical security integrity review, penetration test, or vulnerability scan; and/or
(i) An event to which Quickbase reasonably believes to the best of its knowledge and experience that there is no alternative but to cause an Outage in order to resolve an issue, if time is of the essence and the appropriate Customer individuals are not contactable. In such instances, Quickbase may cause the Outage. Any such Outage will be for as short a time as possible and will be kept as localized as possible. Quickbase will inform Customer as soon as is reasonably practicable of such Outage.

1.7   **Quickbase Service Page**: https://service.QuickBase.com.

1.8   **Service Credit**: the following credit based on Availability in a given Calendar Quarter period described below:

Hosted Service Availability	Service Credit
≥ 99.9%	no Customer credit
< 99.9% and ≥ 99.6%	Customer credit of 1.0% of monthly Hosted Service fee
< 99.6% and ≥ 99.4%	Customer credit of 2.0% of monthly Hosted Service fee
< 99.4% and ≥ 99.2%	Customer credit of 3.0% of monthly Hosted Service fee
< 99.2% and ≥ 99.0%	Customer credit of 4.0% of monthly Hosted Service fee
< 99.0%	Customer credit of 10.0% of monthly Hosted Service fee

2.   SERVICE LEVEL AVAILABILITY

Quickbase will use reasonable commercial efforts to ensure that the Hosted Service will be available 99.9% (ninety-nine and nine-tenths percent) of the time, seven (7) days a week, 24 (twenty-four) hours per day, excluding Permitted Outages. For purposes of this SLA, Availability will be calculated at the end of each Calendar Quarter.

3.   REPORTS

Quickbase will measure and report its average Availability percentage on the Quickbase Service Page. Customer will have the option to sign up for email notifications on the Quickbase Service Page.

4.   SERVICE CREDIT PROCESS

If at the end of any Calendar Quarter Availability is less than 99.9%, Customer is eligible to receive a Service Credit, as defined in Section 1 above, subject to the following:

4.1   **Eligibility.** Customer will not be eligible for a Service Credit until the end of the first full Calendar Quarter (a minimum of 90 (ninety) days) has elapsed following execution of this Agreement. In addition, if a single Outage causes an Availability percentage of less than 99.9%, Customer is only eligible for one (1) Service Credit.

4.2   **Settlement of Credits.** Customer must request credit from Quickbase for any Calendar Quarter in which Availability fell below 99.9% by submitting a support case titled "[Name of company] requesting Quickbase Credit – SLA.", within 15 (fifteen) days of the end of such Calendar Quarter. Failure to so notify Quickbase will result in loss of Customer's eligibility for the subject Service Credit. Quickbase will issue Service Credits in a subsequent invoice following Customer's notification to Quickbase and Quickbase's determination of Customer's eligibility for such Service Credit. If a recurring charge for a specific Calendar Quarter period has not been incurred, or for any other reason has been credited or waived, Customer will not be eligible for a Service Credit for that time period. Should a Service Credit be earned in the final Calendar Quarter period of Hosted Service provided under the Agreement, Quickbase will apply any credit due against outstanding amounts due and payable to Quickbase under the Agreement, if any, and if no amounts are due and payable to Quickbase, Quickbase will refund the credit amount to Customer.

5.   TERMINATION RIGHT

Should System Availability fall below 99.5% for three consecutive Calendar Quarters or below 80% for any Calendar Quarter, Customer may terminate the Agreement for cause in accordance with the termination provision in the Agreement. Customer must notify Quickbase of its intent to terminate within 30 (thirty) days of the date on which the termination right was earned. Should Customer invoke this termination right, Customer will be entitled to a pro-rata refund of any pre-paid fees; should Customer request such a termination, Customer forfeits the right to claim any Service Credit to which Customer may otherwise be entitled.