Napa County Agreement no. 260256B

logikcull | Logikcull Subscription Order

Customer: Napa County Counsel
Address: 1195 3rd St. Napa California 94559

Primary Account Holder	**Name: Erin Cossen** **Phone: (707)** 253-4521 **Email Address: erin.cossen@countyofnapa.org**	

Service Terms	● Logikcull Legal Hold Solution: Automate and secure your Legal Hold process
	  ○ **Unlimited** Custodians
	  ○ **75** Live Holds in **Year 1**
	  ○ **125** Live Holds in **Year 2**
	  ○ Legal Hold Templates
	  ○ Custodian Address Book
	  ○ Automatic Reminders
	● Premium in-app support with 24/7 coverage
		Year 1: $1,980/Month
		
		Year 2: $2,475/Month

Contract Terms	● Contract Term Year 1: 1/1/2026 – 6/30/2026 ● Contract Term Year 2: 7/1/2026 – 6/30/2027 ● Renewal Date: 7/01/2027 ● Fees for each Renewal Term shall be subject to an 8% increase to the annualized total of the final period of Fees of the prior Term. Payment Terms: Annual, Net 30 ● Payment Method: Credit Card, Wire, or ACH ● Additional Live Holds will be $60 per hold, per calendar month ● Governed by the Logikcull Terms of Service: https://www.logikcull.com/terms-of-service as amended by the Addendum to the Logik Systems, Inc. Terms of Service attached to this order form.	

Napa County Counsel:

Sign:	
Name:	Amber Manfree
Title:	Chair of the Board of Supervisors
Date:	

Logik Systems, Inc.:

Sign:	Signed by: Josh Langford 9A08772DB305484...
Name:	Josh Langford

Title:	CRO
Date:	29 December 2025 | 10:00:41 CST

| APPROVED AS TO FORM
Office of County Counsel

By: _Ryan FitzGerald_
Deputy County Counsel
Date: December 23, 2025 | APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: _____
Processed By:

_____
Deputy Clerk of the Board | ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By:_____ |

Addendum to Logik Systems Inc. Terms of Service

This Addendum ("Addendum") is entered into as of the Effective Date of the Order Form (as detailed below) between Logik Systems, Inc. ("Logik") and the "Customer" identified below (hereinafter, each may be referred to as the "Parties" or a "Party"). This Addendum modifies and supplements the Logik Terms of Service found at https://www.logikcull.com/terms-of-service (the "Terms of Service").

Customer & Order Form Details

Customer Name: County of Napa

Customer Address: 1195 Third St., Napa, CA 94559

Order Form Date: 01/01/2026

1. Definitions. Any capitalized term used in this Addendum shall herein be defined the same as such term is defined in the Order Form and Terms of Service.

2. Logik and Customer hereby agree that the Terms of Service are hereby modified or supplemented as follows:

    a. Section 13.a. is amended by replacing said section in its entirety with the following amended section:

        i. *Governing Law; Venue.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the circuits located within the city and county of San Francisco, California.

    b. Section 13.g. is amended by replacing said section in its entirety with the following amended section:

        i. *Notices; Electronic Communications.* Either party may send notices pursuant to this Agreement to the other party's email contact points, and such notices will be deemed received 72 hours after they are sent. Any notices to be provided to a party or questions with respect to the terms of this Agreement shall be sent to Logikcull at notices@revealdata.com and to Customer at an email address as designated in an Order Form or other writing and sue notices will be deemed received 72 hours after they are sent.

3. This Addendum, together with the Terms of Service and the Order Form constitutes the complete and exclusive statement of the parties' agreement. In the event of any conflict or inconsistency between the provisions of this Addendum and the Terms of Service, the provisions of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same agreement.

Signatures

LOGIK SYSTEMS, INC.	COUNTY OF NAPA
Signature:_____	Signature:_____
Name:	Name: Amber Manfree
Title:	Title: Chair of the Board of Supervisors
Date:	Date:

Logikcull

SAAS TERMS OF SERVICE

Effective Date: 12/12/2024

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY (A) ENTERING INTO AN ORDER FORM WITH LOGIKCULL, AN AFFILIATE OF LOGIKCULL, OR AN AUTHORIZED RESELLER OF LOGIKCULL; (B) CLICKING TO ACCEPT OR AGREE WHERE SUCH OPTION IS MADE AVAILABLE TO CUSTOMER, OR (C) ACTUALLY USING OR ACCESSING THE SERVICE (THE "EFFECTIVE DATE").

These Terms of Service constitute an agreement (the "Agreement") by and between Logik Systems, Inc. ("Logikcull") and the corporation, LLC, partnership, sole proprietorship, other business entity, or individual ("Customer") agreeing to this Agreement. Logikcull and Customer may be referred to individually as a "Party" and collectively as "Parties." This Agreement is effective as of the Effective Date. Customer's use of and Logikcull's provision of the Service (as defined below in Section 1) are governed by this Agreement.

1. **DEFINITIONS**. The following capitalized terms will have the following meanings whenever used in this Agreement:

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

    b. "Documentation" means Logikcull's standard information related to use of the Service, which can be found at https://revealdata.com/documentation.

    c. "Feedback" means any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.

    d. "Hosted Data" means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by Customer or Customer's Users.

    e. "Order Form" means the document, whether written or electronic, setting forth the fees and other terms related to Customer's purchase of the right to use the Service, and which is governed by these Terms of Service.

    f. "Privacy Policy" means Logikcull's Privacy Policy found at https://www.revealdata.com/privacy-policy which is incorporated into this Agreement.

    g. "Service" means the hosted eDiscovery and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Logikcull to its customers.

    h. "Site" means Logikcull's web site located at https://www.app.logikcull.com or as otherwise provided to Customer by Logikcull.

i.   "User" means any individual who uses the Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. ACCESS AND USE OF THE SERVICE

a. <u>Provision of Access</u>. Subject to and conditioned on Customer's payment of fees and compliance with all the terms and conditions of this Agreement, Logikcull hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for use by Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer's internal use. Logikcull shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service. A User's access to and use of the Service signifies their acceptance of Logikcull's service terms and obligations as detailed in this Agreement. Customer will ensure its Users comply with the terms of this Agreement. Customer will be liable for all acts and omissions of its Users, including but not limited to any fees or expenses incurred through a User's use and access to the Service.

b. <u>Documentation</u>. Customer may access, reproduce, and use the Documentation solely as necessary to support Users' use of the Service.

c. <u>System Requirements</u>. A stable internet connection and modern, generally commercially available browser such as Firefox or Google Chrome is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers. For a list of currently supported browsers see the Documentation.

d. <u>Updates; Modifications</u>. Logikcull reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time; provided Logikcull will not make any such change in a way that materially diminishes the functionality of the Service without providing reasonable notice to Customer.

e. <u>Trial Period</u>. This Agreement also applies to any trial period that Customer may be using, which begins when Customer first accesses the Service. During any such trial period certain usage restrictions may apply. If Customer upgrades to a paid subscription plan and desires to keep the Hosted Data uploaded during the trial period, the trial period Hosted Data retained will become billable at the then-current rates pursuant to Section 11 of this Agreement. Termination will occur immediately upon expiration of the trial period if Customer does not upgrade to a paid plan. ANY NATIVE DATA ENTERED OR UPLOADED INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE DURING THE TRIAL PERIOD, WILL BE PERMANENTLY DELETED AND UNAVAILABLE UNLESS CUSTOMER UPGRADES TO A PAID SERVICE PRIOR TO THE CLOSE OF THE TRIAL PERIOD. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT WILL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL FREE TRIALS ONCE THE INITIAL TRIAL PERIOD HAS EXPIRED.

f. <u>Suspension of the Service</u>. Without limiting Logikcull's termination rights herein, Logikcull reserves the right, at any time, with or without notice in Logikcull's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of

Logikcull's network, hardware, or associated systems or those of Logikcull third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of this Agreement by Customer or any of its Users; (f) any failure by Customer to pay an invoice when due; (g) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logikcull to do so; or (h) the expiration or termination of this Agreement. Logikcull will use reasonable efforts to notify Customer of any scheduled maintenance. Logikcull will not be liable for any suspension or disablement of the Service that occurs pursuant to this Section 2.f.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS.

a. General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement or applicable law. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Service and shall cause Users to comply with such provisions.

b. Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that compromises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Notification of Unauthorized Use. Customer will immediately notify Logikcull of any actual or threatened unauthorized use of or access to the Service or Customer's Hosted Data that comes to Customer or a User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Additionally, Customer will provide Logikcull with such cooperation and assistance related to any such unauthorized use as Logikcull may reasonably request. Notification of such unauthorized use or other security concerns should be reported to Logikcull at security@revealdata.com.

4. HOSTED DATA.

a. Ownership of Hosted Data. Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Hosted Data. Customer grants Logikcull a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Hosted Data and perform all acts with respect to the Hosted Data as may be necessary for Logikcull, Logikcull's personnel, and Logikcull's authorized third parties to provide the Service, including, but not limited to, maintenance of the Service and Customer's account, improving search and tagging functions with

Customer's account, and supporting the integrity of the Service and data processing systems. Customer hereby irrevocably grants all such rights and permissions in or relating to Hosted Data as are necessary or useful for Logikcull in the provision of the Service.

b.   Customer Responsibility. Customer shall retain sole responsibility for: (a) all Hosted Data, including its content and use; (b) all information, instructions and materials provided by Customer or any User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or Customer and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Logikcull will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data.

c.   Customer Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all account access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service.

d.   Data Privacy and Security. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site and does not apply to any third-party website or service linked to the Service. Logikcull shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Hosted Data, including encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies). Except otherwise set forth in this Agreement, Logikcull shall not disclose Hosted Data to any third party for any purpose other than to provide the Service, support, or related services to Customer.

e.   Processing of Hosted Data.   Customer understands and acknowledges that it may submit, upload, or process through the Service a variety of different data types, and any such data may have existing encryption, or automatic image conversion issues. As a result of these pre-existing issues, there may be times when: (a) Hosted Data cannot be extracted and processed; (b) a certain amount of Hosted Data may not be suitable or available for extraction from text, metadata or other information; or (c) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "Exception" or "Exceptions"). Such Exceptions may limit the function of any searching, filtering or other analysis of the Hosted Data within the Service. Additionally, Customer understands that in processing data there are times data is lost or damaged. Customer will be responsible for and shall maintain adequate back-up and archival copies of all Hosted Data. Logikcull shall bear no liability with respect to any Hosted Data that is lost or damaged as a result of the processing of Hosted Data.

f.   Data Processing Addendum. To the extent the Service provided to Customer will include processing of personal data subject to the laws of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including, without limitation, the

General Data Protection Regulations, the Logikcull's Data Processing Addendum located at: https://security.revealdata.com/?itemUid=c4223a81-5840-4e11-ac9f-2b812794a67e&source=click, shall be incorporated herein by this reference, and each Party agrees to comply with the terms and conditions set forth in such Data Processing Addendum.

g. Aggregated Statistics. While providing the Service, Logikcull may monitor Customer's use of the Service and collect and compile statistical data and performance information, analytics, metadata, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer's use of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Logikcull. Aggregated Statistics will not include any Hosted Data. Nothing in this Agreement shall restrict Logikcull's right to collect Aggregated Statistics or to use it for any internal business purpose, or in the manner permitted under applicable U.S. law; provided that such Aggregated Statistics do not identify Customer, Users, or Customer's Confidential Information.

5. INTELLECTUAL PROPERTY; FEEDBACK.

a. Ownership. Logikcull owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Logikcull's Confidential Information, and the Feedback including all intellectual property rights contained therein. Except for the express rights granted in Section 2, no other licenses or rights are granted by Logikcull, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. Customer may not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service or the Site, in whole or in part, without prior written permission from Logikcull.

b. Feedback. Customer grants to Logikcull and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Service the Feedback.

c. Trademarks. The Service and Site contain valuable trademarks owned and used by Logikcull to distinguish Logikcull services from those of others. The Service and Site may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Logikcull does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Logikcull's trademarks without Logikcull's prior written consent.

6. CONFIDENTIALITY.

a. Confidential Information. "Confidential Information" shall include confidential or proprietary technical, business or financial information and materials disclosed by Customer or Logikcull to the other Party, whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Hosted Data constitutes Customer Confidential Information. Notwithstanding the foregoing, the Service, and any associated pricing, documentation, product roadmaps, business and marketing plans, and any information related to the foregoing

constitutes the Confidential Information of Logikcull, regardless of a lack of confidentiality marking or reasonableness determination.

b. Confidentiality Obligations. Both Parties agree to hold Confidential Information in confidence and protect such Confidential Information from disclosure to any third party, other than as expressly set forth in this Agreement and to limit access to the other Party's Confidential Information to such of its personnel, agents, subcontractors, suppliers and/or consultants, if any, who have a need to access such information in accordance with the terms of this Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

c. Exceptions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party without restriction on use or disclosure; (iii) was independently developed by the receiving Party without breach of any obligation owed to disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

d. Compelled Disclosures. Notwithstanding the foregoing, Logikcull reserves the right to disclose Confidential Information in response to an order of a court or other governmental body of competent authority or as otherwise required by law or regulation to be disclosed ("Compelled Disclosure"), provided that, Logikcull will use reasonable efforts to provide Customer with prior notice (to the extent legally permitted) in order to afford Customer an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. Customer is responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such prior notice, Logikcull will not be liable if Logikcull complies with the disclosure after giving Customer a reasonable amount of time to respond.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

a. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself or its Users to or through the Service; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; and (d) the information Customer provides in registering for the Service is accurate, complete, and the Customer has the right to use and disclose such information to Logikcull.

b. From Logikcull. Logikcull warrants that during Term (a) Logikcull will not materially decrease the overall security of the Service, and (b) the Service will perform in accordance with the terms of this Agreement. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" section below.

c. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOGIKCULL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT,

ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. LOGIKCULL DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND LOGIKCULL EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED LOGIKCULL DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LOGIKCULL WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER HOSTED DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

8. LIMITATION OF LIABILITY.

    a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIKCULL, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "LOGIKCULL PARTIES") SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S USERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR GOODWILL, INTERRUPTION OR LOSE OF USE OF THE SERVICE; OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED BY CUSTOMER PARTIES UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIKCULL OR THE LOGIKCULL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

    b. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIKCULL AND THE LOGIKCULL PARTIES MAXIMUM COLLECTIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO LOGIKCULL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER ARISING UNDER OR RELATED TO A CLAIM OF BREACH

OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIKCULL OR THE LOGIKCULL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. ANY CLAIM BY CUSTOMER RELATED TO THIS AGREEMENT OR THE SERVICE AND SITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE IN WHICH THE CLAIM FIRST COULD BE FILED. IF IT IS NOT, THEN THAT CUSTOMER CLAIM IS PERMANENTLY BARRED.

9. INDEMNIFICATION.

a. <u>Indemnification by Customer</u>. Customer will defend, indemnify and hold Logikcull, its affiliates and licensors, and Logikcull's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from (a) the Hosted Data, including any processing of the Hosted Data by or on behalf of Logikcull in accordance with this Agreement; (b) Customer's or Customer's Users' use of the Service or Site; (c) any violation by Customer or Customer's Users of this Agreement, or applicable laws; or (d) Customer's or Customer's Users' infringement or violation of the intellectual property rights or other rights of another. Logikcull will provide Customer with notice of such claim and Logikcull reserves the right to assume sole control of the defense.

b. <u>Indemnification by Logikcull</u>. Logikcull will indemnify, defend, and hold harmless Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Logikcull in writing of, a Claim Against Customer, provided Customer (i) promptly gives Logikcull written notice of the Claim Against Customer, (ii) gives Logikcull sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Logikcull all reasonable assistance, at Logikcull's expense. If Logikcull receives information about an infringement or misappropriation claim related to the Service, Logikcull may in its discretion and at no cost to Customer (A) modify the applicable Product so that it is no longer claimed to infringe or misappropriate, without breaching Logikcull's warranties under "Logikcull Warranties" above, (B) obtain a license for Customer's continued use of that Product in accordance with this Agreement, or (C) terminate Customer's subscriptions for that Product upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the Term. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Product is the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the applicable Product or any part thereof with software, hardware, data, or processes not provided by Logikcull, if the Product or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from a Product under an Order Form for which there is no charge (for example, during a free proof of concept / trial period or similar unpaid engagement (each, a "Trial Period")); (4) if the alleged infringement arises from third-party materials or data; (5) if the alleged infringement arises from a modification of the materials other than by or on behalf of Logikcull; (6) if the alleged infringement arises from a failure to timely implement modifications, upgrades, replacements, or enhancements made

available to Customer by or on behalf of Logikcull; or (7) a Claim Against Customer arises from a Customer's breach of this Agreement or the Documentation.

c. <u>Exclusive Remedy</u>. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. TERM AND TERMINATION.

a. <u>Term</u>. This Agreement will remain in effect until the term of any subscription as set forth in an Order Form concludes, or if this terminated by either Customer or Logikcull as set out below ("Term").

b. <u>Termination</u>.

   i. Either Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

   ii. If this Agreement is terminated by Customer for cause in accordance with Section 10.b.i, Customer shall be entitled to a refund of any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Logikcull in accordance with the Section 10.b.i., Customer will pay any unpaid fees covering the remainder of the term. In no event will termination relieve Customer of its obligation to pay any fees payable to Logikcull for the period prior to the effective date of termination.

c. <u>Export and Destruction of Hosted Data</u>. During the Term or a trial period, and so long as Customer is in compliance with the terms and conditions of this Agreement, Customer will have the ability to export or retrieve Hosted Data from the Service at any time, and Logikcull will make Hosted Data available to Customer for export or download for up to thirty (30) days after expiration of the Agreement. After such 30-day period, Logikcull will have no obligation to maintain or provide any Hosted Data and will thereafter delete or destroy all copies of Hosted Data in its systems or otherwise in its possession or control, unless legally prohibited. Customer acknowledges that the Service is not intended to be utilized as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Hosted Data as required under its own internal record retention policies or as required under applicable law relating to record retention.

d. <u>Survival</u>. Sections 4.a., 4.g., 5, 6, 7, 8, 9, 10.c., 11, and 13 shall survive the termination or expiration of this Agreement.

11. PAYMENT OF FEES.

a. <u>Pricing</u>. Customer agrees to pays all fees as agreed between Logikcull and Customer via the Site or other pricing agreement, incurred in connection with its account. Fees will be invoiced monthly, unless otherwise agreed to by the parties. Customer may upgrade its subscription to the Service, if

such upgrades are available, at any time to accommodate additional requirements. If Customer chooses to upgrade, any existing fees arrangement will be terminated and replaced by a new fee's arrangement reflecting the upgrades.

b.   Payment Terms. Payment of fees shall be paid in the form as directed on the Site. All payments are due within seven (7) days of the billing date. If payment is not received in thirty (30) days of the billing date Logikcull reserves the right to suspend the Service until Logikcull receives and processes all payments. If payment is not received at the end of sixty (60) days from the billing date, Logikcull reserves the right to terminate this Agreement and delete all Hosted Data. Alternatively, at Logikcull's sole discretion, in the event that payment is late, Logikcull reserves the right to charge interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower, calculated from the payment due date until the date that full payment is received. Logikcull reserves the right to modify the fees at any time upon notice via the email address provided by Customer.

c.   No Refunds. Except as detailed in Section 10.b.ii., all fees associated with the Service are non-refundable. Customer understands and acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

12. SUPPORT/MAINTENANCE/AVAILABILITY OF SERVICE.

a.   Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Logikcull, or due to a Force Majeure Event (as defined in Section 13.b). Under no circumstances will Logikcull be held liable for any financial or other damages due to such interruptions. To the extent the provision of technical or customer support is required, Customer is advised that Logikcull and its Affiliates use a follow-the-sun support model, with support personnel located in the United States, United Kingdom, Europe, Canada, Australia, and India.

13. GENERAL.

a.   Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within the Cook County, Illinois.

b.   Technology Export. Customer shall comply with all applicable U.S. export control laws and regulations for the exportation of software and technology. Customer acknowledges that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain commodities and technical data of United States of America or foreign origin, including the Products and/or the Service. Customer agrees that it will not export or re-export any Product without the appropriate United States or foreign government license or permits. Nothing in the section shall be deemed to grant any implied license to Customer that is not expressly set forth in this Agreement. Without limiting the foregoing, Customer hereby represents that the following statements are true and will remain to be true during the Agreement Term: (a) Customer is not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, North Korea, Syria, Venezuela, Russia, certain regions of the Ukraine (Donetsk, Luhansk and Crimea), nor any other country to which the United States has prohibited export; (b) Customer will not download or otherwise export or re-export any Product nor provide access to the Service, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) Customer is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is

Customer listed on the United States Department of Commerce Table of Denial Orders; and (d) Customer will not download or otherwise export or re-export the Products nor provide access to the Service, directly or indirectly, to persons on the above mentioned lists. The Customer shall defend, indemnify and hold the Logikcull Group harmless from and against all claims and liability relating to a breach of this section.

c. <u>Anti-Corruption</u>. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

d. <u>Government Restricted Rights</u>. This section applies to all acquisitions of the Products or Services subject to this Agreement by or for the United States federal government, including by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government. The Products and Services and related documentation were developed at private expense and are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 (for civilian agencies) and 48 C.F.R. § 227.7202 (for Department of Defense agencies), as applicable. Consistent with and subject to 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7702-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only such rights as are granted to all other end users pursuant to the terms herein. Any provisions of this Agreement inconsistent with federal procurement regulations or other federal law are not enforceable against the U.S. Government. Unpublished rights are reserved under the copyright laws of the United States. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in the Products and Services or on any packaging or other media associated therewith. This section does not grant Customer or any and user any rights not specifically set forth in this Agreement, including without limitation any right to distribute the Products or Service to the United States federal government.

e. <u>Force Majeure</u>. Logikcull will not be liable for any delay or failure to perform under this Agreement due to circumstances beyond Logikcull's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within Logikcull's possession or reasonable control, and denial of service attacks ("Force Majeure Event").

f. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between Customer and Logikcull and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between Customer and Logikcull relating to the subject matter of this Agreement and all past dealing or industry custom. Notwithstanding the foregoing, in the event that Customer has executed a separate Master Services Agreement or License Agreement with Logikcull apart from this Agreement, then such Master Services Agreement or License Agreement with Logikcull shall govern over the terms of use of the Service. In the event of any conflict between this Agreement and any of Logikcull's policies posted online, including without limitation the Privacy Policy or a Data Processing Addendum, if applicable, the terms of this Agreement will govern.

g. <u>Notices; Electronic Communications</u>. Logikcull may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Any notices to be provided to Logikcull or questions with respect to the terms of this Agreement shall be sent to notices@revealdata.com, and such notices will be deemed received 72 hours after they are sent.

h. <u>Assignment</u>. Customer may not assign this Agreement in whole or in part, by operation of law or otherwise, and any attempt to do so will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Customer and Logikcull's successors and assigns. Logikcull may assign its rights, without such consent of Customer to (a) one or more of its Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of Logikcull to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Logikcull will provide notice to Customer of such assignment within a commercially reasonable period of time.

i. <u>Waiver</u>. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

j. <u>Independent Contractors</u>. The Parties are independent contractors and shall so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

k. <u>Third-Party Software</u>. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.

l. <u>Severability</u>. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.

m. <u>Amendment</u>. Logikcull may amend this Agreement from time to time by posting an amended version on its Site or sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 15 days after such notice (the "Amendment Date"), unless Customer first gives Logikcull written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Amendment Date. Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. Logikcull may revise the Privacy Policy or Terms of Service on its Site at any time by posting a new version of either on the Site, and such new version will become effective on the date it is posted.