

# Subscription Services Agreement

This Subscription Services Agreement (“Agreement”) is entered into as of the date of the last party to sign below (“Effective Date”) between National Computer Company- Optimiza (“Optimiza”), and the entity which has executed this Agreement as identified in the signature block hereto (“Customer”). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. Optimiza and Customer hereby agree as follows:

## Definitions.

“**Cloud Service**” means, collectively, the Optimiza online applications as described in the applicable User Guides that is procured by Customer from Optimiza in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services.

“**Customer Data**” means all electronic data or information submitted to and stored in the Cloud Service by Users.

“**Electronic Communications**” means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Cloud Service.

“**Estimate/Order Form**” means an Optimiza estimate, renewal notification or order form in the name of and executed by Customer and accepted by Optimiza which specifies the Cloud Service, and any Support Services and/or Professional Services to be provided by Optimiza subject to the terms of this Agreement.

“**Professional Services**” means the general consulting, implementation and/or training services to be provided to Customer pursuant to the terms hereof, the additional terms of the “Professional Services Addendum” available at [www.optimiza.me/agreements](http://www.optimiza.me/agreements) or such other URL as specified by Optimiza.

“**Users**” means individuals who are authorized by Customer to use the Cloud Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate/Order Form or amendment to this Agreement, for whom subscriptions to a Cloud Service have been procured. Users may include but are not limited to Customer’s and Customer’s affiliates’ employees, consultants, contractors and agents.

“**URL Terms**” means the terms with which Customer must comply, which are located at a URL, referenced in this Agreement and are hereby incorporated by reference.

**1. Services.** Subject to the terms and conditions of this Agreement, Customer shall have the non-exclusive, worldwide, limited right to use the Cloud Service, Support Services and Professional Services ordered by Customer (collectively, the “Services”) during the applicable period set forth in Customer’s applicable Estimate/Order Form solely for the internal business operations of Customer. Customer may allow its Users to use the Services for this purpose only, and Customer shall be fully responsible for their compliance with this Agreement and Customer’s applicable Estimate/Order Form. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by Optimiza to Customer for the Cloud Service.

# Subscription Services Agreement

Optimiza shall host the Cloud Service and may update the functionality, user interface, usability and other user documentation, training and educational information of and relating to the Services from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Services and customers' use of the Services.

**2. Estimates/Order Forms.** The Services shall be ordered by Customer pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Cloud Service and any Support Services and/or Professional Services being ordered and the associated fees. Except as otherwise provided on the Estimate/Order Form or this Agreement, once placed, each Estimate/Order Form is non-cancellable, and all sums paid are non-refundable.

Any one of Customer's majority owned subsidiaries such as new branches, locations or affiliates or franchise may also order Services under this Agreement by entering into an Estimate/Order Form, signed by such subsidiary and Optimiza, and agreeing to be bound by the terms of this Agreement and such Estimate/Order Form. For the purposes of such Estimate/Order Form, "Customer" as used in such Estimate/Order Form and this Agreement, shall be deemed to refer to the majority owned subsidiary executing such Estimate/Order Form.

## **3. Restrictions.**

### **3.1. General Restrictions.**

**3.1.1.** Customer may not, and may not cause or permit others to: (a) use the Cloud Service to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Cloud Service; or (c) perform or disclose any performance or vulnerability testing of the Services without Optimiza's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Cloud Service. In addition to other rights that Optimiza has in this Agreement and Customer Estimate/Order Form, Optimiza has the right to take remedial action if the use of service is violated, and such remedial action may include removing or disabling access to material that violates the policy.

**3.1.2.** Customer may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer (unless required to be permitted by law for interoperability), reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Optimiza; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Customer Estimate/Order Form.

# Subscription Services Agreement

**3.1.3.** Customer is responsible for ensuring that its use of the Cloud Service to store or process credit card data complies with international security requirements and shall not store credit card data in the Cloud Service except in the designated encrypted fields for such data.

**3.1.4** Unless specifically included in the Estimate/Order Forms, the Customer must not use the Cloud Service to store or process any sensitive or special data that imposes specific data security or data protection obligations on Optimiza in addition to or different from those specified or referenced in the Estimate/Order Forms for the Services.

## **4. Term, Fee, Payment & Taxes.**

**4.1. Term.** The term of this Agreement shall commence on the Effective Date and shall continue for the length of time referenced in all Estimate/Order Forms for the Services. The initial subscription term of the Cloud Service and/or Support Services procured by Customer shall continue for the term applicable to such Services specified in the applicable Estimate/Order Form. If Customer has not entered into an Estimate/Order Form with **Optimiza** regarding renewal of Customer's Cloud Service and/or Support Services prior to the expiration of the initial term or then-current renewal term of such Services, then the subscription term for such Services shall be automatically renewed for a term of one (1) year unless either party provides written notice of non-renewal to the other at least thirty (30) days before expiration of the applicable initial term or then-current renewal term.

**4.2. Fees and Payment.** All fees payable due within 30 days from the invoice date unless otherwise specified in the applicable Estimate/Order Form. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement.

**4.3.** The fees and the term of use for other items procured during an existing subscription term will co-terminate with and be prorated through the end date of the subscription term for the applicable Cloud Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Optimiza pricing, unless otherwise agreed to by the parties. If the fees for a feature or functionality of the Cloud Service are based on usage of the Cloud Service, then Optimiza may access and use Customer Data as reasonably necessary to determine the fees for the applicable feature or functionality.

**4.4. Taxes.** Optimiza fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Optimiza's net income. If Optimiza has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Optimiza with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5. Proprietary Rights.**

**5.1. Ownership of Customer Data.** As between Optimiza and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the provision of the Services, Optimiza may store and maintain Customer

# Subscription Services Agreement

Data for a period consistent with Optimiza's standard business processes for the Services. Following expiration or termination of the Agreement or a Customer account, if applicable, Optimiza may deactivate the applicable Customer account(s) and delete any data therein. Customer grants Optimiza the right to host, use, process, display and transmit Customer Data to provide the Services pursuant to and in accordance with this Agreement and the applicable Estimate/Order Form. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Optimiza to perform the Services.

**5.2. Optimiza Intellectual Property Rights.** All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by Optimiza) and anything developed or delivered by or on behalf of Optimiza under this Agreement (including without limitation Deliverables and Tools as such terms are defined in the Professional Services Addendum) are owned exclusively by Optimiza or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Customer grants Optimiza a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, change requests, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Services. Any rights in the Services or Optimiza's intellectual property not expressly granted herein by Optimiza are reserved by Optimiza. Optimiza logos and product and service names are marks of Optimiza. Customer agrees not to display or use the Optimiza marks in any manner without Optimiza's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers are the property of such third parties. Customer is not permitted to use these marks without the prior written consent of such third party which may own the mark.

## **6. Terms of Service.**

**6.1. Accuracy of Customer's Contact Information.** Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

**6.2. Notice.** Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Optimiza or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Optimiza P.O. Box 414 Amman 11953 Jordan - 172-Mecca Towers., Mecca St.

**6.3. Users: Passwords, Access and Notification.** Customer shall authorize access to and assign unique passwords and usernames to the number of Users procured by Customer on the Estimate/Order Form. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be permanently reassigned to another User as needed at the User's sole responsibility. Customer will be responsible for the confidentiality and use of User's passwords and usernames and Optimiza

# Subscription Services Agreement

will not be responsible for such use. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Cloud Service or under Customer's account. Optimiza will act as though any Electronic Communications it receives under Customer's passwords, username, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Service and shall promptly notify Optimiza of any unauthorized access or use of the Cloud Service and any loss or theft or unauthorized use of any User's password or name and/or Cloud Service account numbers.

**6.4. Branches / Locations:** Customer shall use the Services in a number of branches/locations as limited by the procured number of branches/locations on the Estimate/Order Form. Customer will not be allowed to define more branches/locations than what is procured on the Estimate/Order Form.

**6.5. Modules and Functions:** Customer shall use the modules and functions based on the Services packages procured on the Estimate/Order Form. Details of these modules and functions with usage limitations either in provided service functions or service quantities shall be listed on the Estimate/Order Form.

**6.6. Transmission of Data.** Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Cloud Service. Customer is responsible for securing DSL, cable or another high-speed Internet connection and up to date "browser" software in order to utilize the Cloud Service and any other necessary communication equipment. Customer expressly consents to Optimiza's interception and storage of Electronic Communications and/or Customer Data as needed to provide the Services hereunder, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Optimiza. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Without limiting Optimiza's applicable obligations under the Security or Confidentiality Sections of this Agreement, Optimiza is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Optimiza, including, but not limited to, the Internet and Customer's local network.

**6.7. Service Level.** During the Term, the Cloud Service will meet the service level specified in the "Service Level Commitment" available at [www.optimiza.me/agreements](http://www.optimiza.me/agreements) or such other URL as specified by Optimiza, which is hereby incorporated by reference. If the Cloud Service fails to achieve the service level, then Customer will be entitled, as its sole and exclusive remedy, to a credit for the Cloud Service in accordance with the terms set forth in the Service Level Commitment. The Cloud Service's system logs and other records shall be used for calculating any service level events.

# Subscription Services Agreement

**6.8. Security.** Optimiza shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data. During the Term, Optimiza shall maintain industry best practice standards for the portions of the Cloud Service that store and process credit card data.

**6.9. Updates.** During the Services Period, Optimiza may update the Services, the URL Terms and User Guides to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third-Party Applications.

## **6.10. Service Monitoring and Analysis**

**6.10.1.** Optimiza continuously monitors the Cloud Service to facilitate Optimiza 's operation of the Cloud Service; to help resolve Customer service requests; to detect and address threats to the functionality, security, integrity, and availability of the Cloud Service as well as any content, data, or applications in the Service; and to detect and address illegal acts or violations of the acceptable use. Optimiza monitoring tools do not collect or store any Customer Data residing in the Cloud Service, except as needed for such purposes. Optimiza does not monitor, and does not address issues with, non- Optimiza software provided by Customer or any of Customer's Users that is stored in, or run on or through, the Cloud Service. Information collected by Optimiza monitoring tools (excluding Customer Data) may also be used to assist in managing Optimiza 's product and service portfolio, to help Optimiza address deficiencies in its product and service offerings, and for license management purposes.

**6.10.2.** Optimiza may (i) compile statistical and other information related to the performance, operation and use of the Cloud Service, and (ii) use data from the Cloud Service in aggregated form for security and operations management, to create statistical analysis, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analysis"). Optimiza may make Service Analysis publicly available; however, Service Analysis will not incorporate Customer Data, personal information or Confidential Information in a form that could serve to identify Customer or any individual. Optimiza retains all intellectual property rights in Service Analysis.

## **6.11. Data Protection**

**6.11.1.** In performing the Cloud Services, Optimiza will comply with the Optimiza "General Privacy Policy", which is available at [www.optimiza.me/agreements](http://www.optimiza.me/agreements) and incorporated herein by reference. The Optimiza General Privacy Policy is subject to change at Optimiza 's discretion.

**6.11.2.** Unless otherwise provided in the applicable Estimate/Order Form, Optimiza will act as a data processor, and will act on Customer instructions concerning the treatment of Customer's Personal Data residing in the services environment, as specified in this Agreement and the applicable Estimate/Order Form. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Cloud Services and Optimiza's provision of the Cloud Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

# Subscription Services Agreement

## 7. Suspension/Termination.

**7.1. Suspension for Delinquent Account.** Optimiza reserves the right to suspend Customer's access to and/or use of the Services if any payment is due but unpaid after being provided with a notice of non-payment, and Customer fails to make such payment during (3) days from receiving three notices. Customer agrees that Optimiza shall not be liable to Customer or other third party for any suspension pursuant to this Section and the Customer shall be liable for payment of a penalty of 10% of the due amount for each day of delay.

**7.2. Suspension for Ongoing Harm.** Optimiza may suspend Customer's or Users' access to, or use of, the Services if Optimiza believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Customer or Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of acceptable use of the service. When reasonably practicable and lawfully permitted, Optimiza will provide Customer with advance notice of any such suspension. Optimiza will use reasonable efforts to re-establish the Services promptly after Optimiza determines that the issue causing the suspension has been resolved. During any suspension period, Optimiza will make Customer Data (as it existed on the suspension date) available to Customer. Any suspension under this Section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

**7.3. Termination for Cause.** If either Customer or Optimiza breaches a material term of this Agreement or any Estimate/Order Form and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any Estimate/Order Form, the Estimate/Order Form and any applicable under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and all Estimates/Order Forms that have been placed under the Agreement. If Optimiza terminates any orders as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Estimates/Order Forms plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if it is in default under this Agreement, Customer may not use those Services ordered.

## 8. Confidentiality.

**8.1** By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer's Estimate/Order Forms, Customer Data residing in the Cloud Service, and all information clearly identified as confidential at the time of disclosure.

**8.2** A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing

# Subscription Services Agreement

party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

**8.3** Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Optimiza will protect the confidentiality of Customer Data residing in the Cloud Service for as long as such information resides in the Cloud Service. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Optimiza will protect the confidentiality of Customer Data residing in the Services in accordance with the Optimiza security practices applicable to Customer's Estimate/Order Form as described in this Agreement or such Estimate/Order Form.

## **9. Warranties, Disclaimers and Exclusive Remedies.**

**9.1.** Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Optimiza warrants that during the Term, Optimiza will perform any Professional Services and Support Services in a professional manner consistent with industry standards. If the Services provided to Customer were not performed as warranted, Customer must promptly provide Optimiza with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying Optimiza of the deficiency in the Services). For Professional Services, Customer must notify Optimiza of any warranty deficiencies within 60 days from performance of the deficient Professional Services.

**9.2.** Optimiza does not warrant that the services will be performed error-free or uninterrupted, that Optimiza will correct all services errors, or that the services will meet Customer's requirements or expectations. Optimiza is not responsible for any issues related to the performance, operation or security of the services that arise from customer data or third-party applications or services provided by third parties.

**9.3.** For any breach of the services warranty, customer's exclusive remedy and Optimiza's entire liability shall be the correction of the deficient services that caused the breach of warranty.

**9.4.** To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

## **10. Limitations of Liability.**

**10.1.** In no event will either party or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this agreement), sales, data, data use, goodwill, or reputation.

**10.2.** In no event shall the aggregate liability of Optimiza and its affiliates arising out of or related to this agreement or customer's estimate/order form, whether in contract, tort, or otherwise, exceed the total



# Subscription Services Agreement

amounts actually paid under customer's estimate/order form for the services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

**11. Governing Law and Jurisdiction.** This Agreement is governed by the law of the Hashemite Kingdom of Jordan and Customer and Optimiza agree to submit to the exclusive jurisdiction of the Jordanian courts in any dispute arising out of or relating to this Agreement.

## **12. General Provisions.**

### **12.1. Entire Agreement.**

**12.1.1.** This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Optimiza and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties.

**12.1.2.** Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Optimiza to object to such terms, provisions, or conditions. In the event of any inconsistencies between the terms of an Estimate/Order Form and the Agreement, the Estimate/Order Form shall take precedence; however, unless expressly stated otherwise in an Estimate/Order Form.

**12.1.3.** The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form.

### **12.2. Other General Provisions.**

**12.2.1.** This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except that Optimiza may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. There are no third-party beneficiaries to this Agreement.

**12.2.2.** This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.

**12.2.3.** Optimiza's business partners and other third parties, including any third parties with which the Services are deployed or have integrations or that are retained by Customer to provide consulting services, implementation services or applications that interact with the Services, are independent of Optimiza and are not Optimiza's agents. Optimiza is not liable for, bound by, or responsible for any problems with the Services or Customer Data arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Optimiza's subcontractor on an engagement ordered under

# Subscription Services Agreement

this Agreement and, if so, then only to the same extent as Optimiza would be responsible for our resources under this Agreement.

**12.2.4.** If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any breach under this Agreement should not constitute a waiver of any other breach or future breach.

**12.2.5.** Force Majeure. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, pandemic, epidemic, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute, or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

**12.2.6.** Non-Impediment. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Optimiza to provide consulting, development, or other services of any kind to any individual or entity (including without limitation performing services or developing materials which are similar to and/or competitive with the Professional Services and/or deliverables hereunder).

**12.2.7.** Audit. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Optimiza may audit Customer's use of the Cloud Services to ensure Customer's use of the Cloud Services is in compliance with the terms of the applicable Estimate/Order Form and this Agreement. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to cooperate with Optimiza's audit and to provide reasonable assistance and access to information reasonably requested by Optimiza. If the audit identifies non-compliance, Customer agrees to remedy (which may include, without limitation, the payment of any fees for additional Cloud Services) such non-compliance within 30 days of written notification of that non-compliance, if Customer fails to remedy such non-compliance, Optimiza has the right to terminate the Agreement without notice. Customer agrees that Optimiza shall not be responsible for any of Customer's costs incurred in cooperating with the audit and Customer shall be liable for any damages incurred with termination of the Agreement.

**12.2.8.** The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so, executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A

# Subscription Services Agreement

COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

**CUSTOMER NAME:** National Computer Company- OPTIMIZA

**Authorized Signature:** Authorized Signature:

**Print Full Name:** Print Full Name:

**Job Title:** Job Title:

**Signature Date:** Signature Date: