PARADIGM®

Paradigm Home Configure Enterprise
Software as a Service Terms and Conditions

Last Updated: October 2023*

*The terms of this Agreement are subject to change by Provider without prior written notice at any time, in Provider's sole discretion. The latest version of this Agreement will be posted at www.myparadigm.com/legal/Saas/HomeConfigureEnterprise, and Customer should review prior to purchasing or using any of Provider's services. Customer's continued use of the Services after a posted change to the terms of this Agreement constitute Customer's acceptance of such changes.

Section 1 Definitions

As used in this Agreement, including Appendices, the following terms shall have the meanings set forth below:

a. "Agreement" means the Authorization Form together with these Software as a Service terms and conditions and its Appendices and any addenda or amendments thereto.

b. "Authorization Form" means the document specifying the Service and fees provided hereunder that is entered into between Customer and Paradigm, including any addenda and amendments thereto.

c. "Confidential Information" means the Service, Content, Paradigm Technology, and any source code, object code, method, process, technique, customer list, design, skill, record, research and development project, non-public aspect of the disclosing party's business and operations, business contact, potential business affiliation, information, technical data, financial data, know- how, login credentials, passwords, or information that the disclosing party is required to keep confidential in accordance with confidentiality obligations to third parties, including by example and not limited to, that which is related to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances provided by one party, regardless of whether disclosed orally, observed visually, or not marked as confidential. Confidential Information does not include the fact that Paradigm and Customer have entered into a business relationship or information, technical data or know-how which (i) is in possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is approved for release in writing by the disclosing party; or (iv) information that qualifies as a Trade Secret (which shall be kept confidential for as long as such information remains a Trade Secret under applicable law).

d. "Content" means the visual and audio information, documents, data, information, graphics, three-dimensional or other models, software, products, processes, and services owned or generated by Paradigm and made available to Customer and its users by Paradigm in the course of using the Service.

e. "Contract Year" means each 12-month period following the Effective Date.

f. "Cure Period" means the period of time given to Paradigm to cure any breach of a material term of the Agreement. Except for Paradigm's breach of a material term of this Agreement that renders the Service unavailable, for which Paradigm shall promptly commence to cure the breach and diligently pursue such cure until the Service is available, the Cure Period for a breach of a material term of this Agreement not affecting the availability of the Service is thirty (30) days following receipt of the written notice specifying the breach. If

such breach is not reasonably curable within such thirty (30) day period, Paradigm may provide Customer with an estimated period of time required to cure such breach. Upon receipt of such notice, Customer shall not unreasonably withhold approval of a longer Cure Period provided Paradigm promptly commences to cure such breach and continues to diligently pursue a cure of such breach.

Paradigm will provide written notice to Customer once Paradigm believes it has substantially cured the defects that were described in Customer's notice to Paradigm. Within fourteen (14) days of receipt of Paradigm's notice of cure, Customer shall provide written certification (i) such defects have been remedied or (ii) such defects are not remedied and describe in reasonable detail the defects that remain. The Cure Period ends upon the earlier of (1) the expiration of the mutually agreed upon time or (2) by Customer's written certification of cure.

g. "Customer" means the entity identified in the Authorization Form as the Customer.

h. "Data Center" means a particular location where the Equipment is located.

i. "Documentation" means user documentation and materials, including manuals, instructions, training materials, specifications, and other support materials, relating to the operation and functionality of the Service.

j. "Effective Date" means the date, as shown in the Authorization Form, on which this Agreement and Subscription(s) become effective.

k. "Equipment" includes devices or components located within the Data Center(s) used to host the Service.

l. "Force Majeure" means utility or transmission failures, communications failures, third- party software failures, electronic failures, mechanical failures, power failures, strikes or employee insurrections, disorder, or other labor disturbances, third-party supplier failures, trade wars, acts of God, acts of war or terror, floods, sabotage, fire, earth quakes, volcanic eruptions, natural or other disasters, explosion, embargo, government requirement, civil or military authority, government regulation, government shut-down, government inaction, acts or omissions of carriers, or other similar causes beyond the reasonable control of a party or its contractors, agents, or suppliers.

m. "Hosting Environment" means the Equipment, hardware, software, and facilities within Paradigm's or Paradigm's contracted Data Centers, including any colocation facilities utilized by Paradigm, and any contracted ISP services to which Paradigm's facilities are connected and collectively utilized by Paradigm to provide dedicated and co-location services.

n. "Login Credentials" means the specific information needed to authenticate a User to allow access to the Service. Login Credentials may include a user identification and password pairing, but may also include personal questions only a user can answer, bio- metric identification, or other methods for authenticating a User.

o. "Paradigm" means WTS Paradigm, LLC, a Wisconsin limited liability company.

p. "Paradigm Technology" means all of Paradigm's proprietary technology (including software, code, programming, hardware, products, processes, algorithms, user interfaces, know- how, techniques, designs, and other tangible or intangible technical material or information) made accessible to Customer and its Users by Paradigm in providing the Service.

q. "Privacy and Security Policy" means the terms and conditions for privacy and security located online at

http://myparadigm.com/saasprivacypolicy which are incorporated herein by reference. During the Term, the terms of the Privacy and Security Policy may not become less favorable to Customer than the version in effect on the Effective Date without the written consent of Customer.

r. "Related Parties" means the affiliates, parent company, subsidiaries, shareholders, members, directors, officers, employees, agents, attorneys, successors, and assigns of Paradigm.

s. "SaaS" means software as a service.

t. "Service" means the specific edition of Paradigm's online software identified in the Authorization Form, including related updates, upgrades, patches, change management, and maintenance for the Service and as may be amended in writing by the parties which is accessible via the Internet at the designated URL, website, or IP address, and ancillary online or offline products and services provided to Customer and its Users by Paradigm, to which Customer and its Users are being granted access under this Agreement, including the Paradigm Technology and Content.

u. "Service Level Agreement" means any terms and conditions of the level of service found at http://myparadigm.com/legal/SLA, which is incorporated herein, to be provided by Paradigm as part of the Service.

v. "Software as a Service Subscription Agreement" means this Agreement, including all appendices, under which Customer has contracted with Paradigm for SaaS services.

w. "Subscription" means the right to access the Service during the term of this Agreement.

x. "Subscription Fees" means the recurring fees for access to the Service as set forth in The Authorization Form.

y. "Third-Party Materials" means materials and information, in any form or medium, that are not proprietary to Paradigm, including any third- party: (a) documents, data, content, or specifications; (b) software, hardware or other products, facilities, equipment, or devices; and (c) accessories, components, parts, or features of any of the foregoing.

z. "Trade Secret" means any and all documents or information relating to Paradigm, Customer, and User(s) that meet the definition of a Trade Secret under Section 134.90, Wisconsin Statutes or under the federal Defend Trade Secrets Act of 2016. Examples of Trade Secrets may include, but are not limited to, software architecture, formulas, patterns, compilations, programs, devices, methods, techniques or processes, product costs and mark-up information, and service costs and mark-up information.

aa. "User(s)" means an individual who is authorized to use the Service and who have been supplied Login Credentials by Paradigm, as well as the company or other legal entity for which the individual is accepting this Agreement. "Users" do not include customers of Customer or other persons who do not have Login Credentials and who only have public access to the Service.

bb. "User Data" means any data, information, or material in any form, including data, information, or material in electronic form residing in the Service environment, that is provided or submitted by Customer or its Users to the Service or Paradigm in the course of using the Service or Paradigm's provision of services to Customer, including, but not limited to, Customer's blueprints, plans, and drawings.

Section 2 System Access and Restrictions

a. Subject to the provisions of this Agreement, Paradigm grants to Customer and its Users, and Customer hereby

accepts, a limited, nonexclusive, nontransferable, worldwide right to use the Service, solely for Customer's and its Users' own business purposes. All rights not expressly granted to Customer and its Users are reserved by Paradigm. Any access granted under this Agreement is conditioned on Customer and its Users remaining in compliance with all terms this Agreement, including Customer's full and continued payment of all fees and costs under this Agreement and any related agreements.

b.   Customer and its Users shall not: (i) allow third parties to access or use the Service, Content, or Paradigm Technology, except as specifically authorized by this Agreement; (ii) provide Login Credentials or other log-in information to any third party, except as specifically authorized by this Agreement or Paradigm; (iii) allow User Login Credentials and passwords to be shared or used by more than one individual User; or (iv) share non-public features or content with any third party. In the event that it reasonably suspects any breach of the requirements of this Section 2, including, without limitation, by Users, Paradigm may, in consultation with Customer, suspend any applicable User's access to the Service with reasonable advance notice to, and in consultation with, Customer, in addition to such other remedies as Paradigm may have.

c.   Customer and any User may not access the Service if Customer or User is or becomes a competitor of Paradigm. In addition, Customer and User(s) may not access the Service for competitive purposes, including monitoring Service availability, performance, or functionality, or for any other benchmarking or competitive purposes.

d.   Except as expressly provided in this Agreement, Customer and its Users shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, grant access to, or otherwise commercially exploit or make available to any third party the Service, Content, Paradigm Technology, Login Credentials, or passwords in any way; (ii) except with regard to the InspireTM feature of the Service, create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet- based device; (iii) reverse engineer the Service, Content, or Paradigm Technology, or (iv) access the Service, Content, or Paradigm Technology in order to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Service, or (3) copy the Content or any code, features, functions, ideas, text, or graphics of the Service.

e.   Customer and its Users may use the Service only for Customer's and Users' own business purposes and shall not:
(i) copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code or source data from the Service or Content; (ii) attempt to disable, circumvent, or breach any security mechanisms used by the Service or otherwise attempt to gain unauthorized access to any portion or feature of the Service; (iii) use the Service in any way that knowingly infringes or violates any intellectual property rights or publicity/privacy rights; (iv) use the Service in violation of applicable laws; (v) intentionally send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (vi) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (vii) use or make the Service available on a service bureau or time sharing basis; or (viii) remove, replace, alter, or obscure any Paradigm service marks or trademarks, any user agreement, warranty or disclaimer notices from the Service, system views, or user interfaces on which the Service is viewed or accessed or any related materials without Paradigm's express written consent; or (ix) permit any User or other third party to do any of the foregoing.

f.   No Software License. Customer acknowledges that Paradigm has no delivery obligation and will not ship or otherwise provide copies of any software programs, whether in a physical or downloadable format, to Customer or any of its Users as part of the Service. Customer agrees that it does not acquire under this Agreement any license to any software programs. Upon the termination or expiration of this Agreement (or the Service provided hereunder) or any related license agreements, Customer's and its User's right to access

and use Service shall terminate.

g. <u>Export Controls</u>. Paradigm provides services and uses software and technology that may be subject to U.S. export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Customer acknowledges and agree that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries which the United States, Switzerland, and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, Customer represents and warrants that it, nor any of its Users, are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all U.S., Swiss, and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. The software and Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Paradigm makes no representation that the Service is appropriate or available for use in locations other than the United States and Canada. Customer and its Users are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of Content contrary to U.S., Swiss, or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical, or biological weapons, or missile projects, unless specifically authorized by the U.S. government or appropriate European body for such purposes.

h. <u>IP Addresses</u>. Paradigm will maintain and control ownership of all internet protocol numbers and addresses that it may assign to Customer and its Users. Paradigm may, in its sole discretion, change or remove any and all internet protocol numbers, domain names, and subdomain names. Paradigm will provide reasonable advance notice to Customer in the event of any such changes affecting Customer.

i. <u>Interruption of Service</u>. Except as provided in the Service Level Agreement, Paradigm and its Related Parties will not be liable for any temporary delay, outages, or interruptions of the Service. Further, Paradigm and its Related Parties are not liable for any delay or failure to perform its obligations under this Agreement where the delay or failure results from (a) scheduled maintenance; (b) acts or omissions of Customer or any User, unless authorized by Paradigm; (c) failure in Customer's or third party (not under Paradigm's control) or Users' equipment or telecommunication lines connecting Customer and its Users to the Service; or (d) any Force Majeure event. Any interruption will be managed pursuant to the Service Level Agreement.

j. <u>User Internet Access</u>. Customer and its Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. Paradigm exercises no control over and expressly disclaims any obligation to monitor Customer and its Users with respect to their use of the Internet.

Section 3 Users' Responsibilities

a. Customer and its Users shall use and maintain reasonable security precautions in light of Customer's and its Users' use of the Service. Customer and its Users shall take reasonable steps to prevent unauthorized access to the Service, including without limitation, by protecting Login Credentials, passwords, and other login information.

b.   Customer and each of its Users is responsible for all activity occurring under their respective user accounts and shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Users' use of the Service, including those related to data privacy, international communications, and the transmission of technical or personal data.

c.   Customer's Security Obligations. Customer and its Users shall not intentionally:
(i) send or store material, files, or data containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (ii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, or the Data Centers or the Hosting Environments or related systems or networks; or (iii) attempt to gain unauthorized access to the Service, Data Centers, or Hosting Environments or related systems or networks. In the event that Paradigm suspects any breach of the requirements of this Subsection, Paradigm may suspend performance of the Service upon sending reasonable advance notice to Customer, in addition to such other remedies as Paradigm may have.

d.   Company and its Users shall: (i) promptly notify Paradigm and use reasonable efforts to stop, and provide assistance to Paradigm to stop, any actual or threatened breach of the prohibitions provided in Section 2 of these Terms and Conditions; (ii) notify Paradigm promptly of any unauthorized use of any Login Credentials, user identification, password, account, or any other known or suspected breach of security and shall use reasonable efforts to stop such breach; (ii) report to Paradigm promptly and use reasonable efforts to stop any unauthorized copying or distribution of Content that is known or reasonably suspected by Customer or its Users; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service.

e.   Customer shall permit Paradigm to monitor Customer's and its Users' use of the Service. Any such monitoring shall not unreasonably interfere with Customer's or its Users' use of the Service.

Section 4 The Service and System Environment

a.   Service Location. Paradigm reserves the right to provide the Service from any location and through use of subcontractors.

b.   System Revisions. Paradigm may revise features and functions of the Service or the Service Level Agreement at any time by removing non- material features and functions or by adding such features and functions or by increasing service levels.

c.   Security Breaches. Customer acknowledges that Paradigm does not control the transfer of data over telecommunications facilities, including the Internet, and therefore, except as provided in this Agreement, Paradigm does not warrant secure operation of the Service or that it will be able to prevent third party disruptions of the Service. Except as provided in this Agreement, Paradigm and its Related Parties are not responsible for any security breaches affecting any equipment, servers, or accounts under Customer's or its Users' control unless caused by Paradigm or its Related Parties. If Customer's or its Users' equipment or servers are responsible for or involved in an attack on or unauthorized access into the Service or another Paradigm server or system, then upon learning of such attack or unauthorized access, Customer and/or its applicable User shall promptly notify Paradigm, and, in any event, Paradigm will have the right to respond accordingly, including, without limitation, the right to identify, isolate, and block the source of the attack.

d.   Prohibited Data. Customer and its Users are prohibited from transferring, uploading, transmitting, and/or storing to the Service any User Data, or any other information, data, blueprints, plans, or drawings that Customer does not have permission and authority to transfer, upload, transmit, or store to the Service or

otherwise make available to Paradigm.

e. <u>Data Storage</u>. Subject to Subsection 6(b)(iv) of these Terms and Conditions, Paradigm and its Related Parties make no guarantees about retaining any data stored on Paradigm's or its subcontractors' systems or servers following expiration or termination of this Agreement. Paradigm will typically delete such data within thirty (30) days following expiration or termination of this Agreement or expiration of the transition period provided in Subsection 6(b)(iv) of these Terms and Conditions, as applicable.

Customer and its Users will not have access to User Data stored on Paradigm's systems or servers during a suspension or following expiration or termination of this Agreement or expiration of the transition period provided in Subsection 6(b)(iv) of these Terms and Conditions. Upon termination for cause, Customer and its Users' right to access or use User Data immediately ceases, and Paradigm and its Related Parties shall have no obligation to maintain or forward to Customer or any User any User Data except as provided in Subsection 6(b)(iv) of these Terms and Conditions.

f. <u>Data Security</u>. Facilities used to store and process data adhere to industry security standards no less protective than the security standards at facilities where Paradigm processes and stores its own information of a similar type. Paradigm has implemented processes to prevent, detect, and respond to security incidents and breaches. In the event of a breach, Paradigm shall immediately notify Customer within twenty-four (24) hours and employ all reasonable means to remediate such breach. Paradigm has implemented systems and procedures to (1) protect the security and confidentiality of data, (2) protect against anticipated threats or hazards to the security or integrity of data, and (3) protect against unauthorized access to or use of data. Paradigm's safeguards for the protection of data include: (i) limiting access to data by authorized persons; (ii) securing business facilities, data centers, servers, back-up systems, and computing equipment; (iii) implementing network and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within networks, applications, operating systems, and equipment; (vi) encrypting data transmitted over public or wireless networks as Paradigm deems appropriate; (vii) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks as Paradigm deems appropriate and consistent with applicable law; and (viii) providing appropriate privacy and information security training to Paradigm's employees as Paradigm deems appropriate.

g. <u>Security Measures</u>. Paradigm employs the following overall security protections in various aspects of its business: (i) anti-virus and email monitoring; (ii) Intrusion Detection Sensor and Intrusion Prevention Sensor ("IDS/IPS") capabilities enabled on firewall appliances and, where Paradigm deems appropriate, host-based IDS on servers; (iii) use of VLANS to separate workstation, server, wireless, and management networks; and (iv) periodic, at least monthly, network vulnerability scanning of public facing servers and services hosted by Paradigm. In addition, as Paradigm deems appropriate, Paradigm's third-party hosting vendors are contractually obligated to comply with Paradigm-defined terms and standards for data protection.

h. <u>Access to Data</u>. Electronic access to the Service, including access to the Data Centers and Hosting Environments, is controlled by restricting access to only authorized personnel. Paradigm enforces password policies on infrastructure components and cloud management systems used to provide the Service and operate the Data Centers and Hosting Environments. System access controls include system authentication, authorization, access approval, provisioning, and revocation for employees and any other Paradigm-defined 'users'. Customer is responsible for its end user administration and Paradigm may, but is not obligated to, manage Customer's end user accounts, if any.

i. <u>Routine Maintenance</u>. Paradigm, directly or through its subcontractors, performs routine security-related updates, upgrades, patches, change management, and maintenance on the systems used to provide the

Service. Paradigm may periodically make backups of data for Paradigm's sole use to minimize data loss in the event of a disaster. Paradigm typically does not update, insert, delete, or restore User Data on behalf of Customer or its Users except as provided in an agreement between Paradigm and Customer. Data is securely transported as necessary for backup archiving by a third- party off-site vendor. Such third-party vendors are contractually obligated to comply with Paradigm-defined terms and standards for data protection.

j.   <u>Response to Incidents</u>. Paradigm evaluates and responds to incidents that create suspicions of unauthorized access to or handling of User Data whether the data is held on Paradigm hardware assets or on the hardware assets of Paradigm's third-party vendors. If Paradigm determines that Customer's or its Users' data has been misappropriated, Paradigm will report such misappropriation to Customer or its Users as soon as practicable after making such determination, unless prohibited by law.

k.   <u>Interruption of Service</u>. Paradigm is not liable for any delay, outage, interruptions of the Service or failure to perform its obligations under this Agreement where the delay, outage, interruptions, or failure results from (a) scheduled maintenance; (b) acts or omissions of Customer or any User authorized by Customer; (c) failure in Customer-end or User-end equipment or telecommunication lines connecting Customer or its Users to Paradigm networks or systems; or (d) any Force Majeure event. Any interruption will be managed pursuant to the Service Level Agreement.

l.   <u>User Activity</u>. In no event will Paradigm or its Related Parties have any liability to Customer or its Users for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Service through Customer's or its Users accident, fraud, or other improper means or devices by Customer or its Users.

m.   <u>Data Throughput.</u> Data throughput and upload and download speeds are not guaranteed. Throughput and upload and download speeds can vary significantly based on many factors, including the client computer device and system resources, as well as internet connection speed bandwidth and the quality of the connection.

n.   <u>Disaster Recovery</u>. Paradigm will back up User Data daily and retain those back-ups for a period of at least sixty (60) days. Paradigm shall not be responsible for files that cannot be recovered due to corruption of data or other event not in control of Paradigm. Further, in the event that Customer's or its User(s)' data is lost from Customer's or User(s)' servers, Paradigm shall have no obligation to restore any back-up data to Customer's or its User(s)' servers.

Section 5 Subscription Fees

a.   The consideration paid for Customer's and its Users' use of the Service under this Agreement is set forth in the Authorization Form and shall be deemed paid as long as Customer continues to make all required undisputed payments under this Agreement and any related agreements. The Subscription Fees are subject to an increase in the manner provided below and in the Authorization Form. It is Customer's responsibility to notify Paradigm in writing if Customer disputes any billing entry or computation. All entries will be deemed to be fair and correct, if no written notice of dispute is received by Paradigm from Customer within thirty (30) days following the date of the invoice.

In no event shall Provider be liable for accounts payable fees imposed by Customer in the course of invoicing and payment.

Section 6 Term and Termination

a. Term of Agreement. This Agreement is effective as of the Effective Date and shall continue for the period specified in the Authorization Form and automatically renew for the period specified in the Authorization Form until all Subscriptions hereunder have expired or have been terminated or this Agreement has been terminated as provided herein ("Term").

b. Termination. Upon termination of this Agreement, all Subscriptions under this Agreement shall also terminate. The parties may terminate this Agreement as follows:

   i. *Termination by Either*. Either party may terminate this Agreement immediately(A) for a material failure by the other party to comply with the terms of this Agreement without cure within thirty (30) days; (B) in the event Paradigm discontinues the Service, or (C) in the event a Force Majeure suffered by one party causes any delay in or interference with the performance of such party under this Agreement, and such delay or interference continues for more than thirty (30) days, with such termination effective upon written notice of termination to the non- performing party.

   ii. *Termination by Customer.* Customer may terminate this Agreement and/or any particular Subscription at any time and for any reason by providing written notice to Paradigm and upon payment to Paradigm of all amounts due through the end of the then current Term, provided that any such termination will not affect any other agreements or any particular Subscription then in effect that has not also been terminated.

   iii. *Termination by Paradigm*. Paradigm may terminate this Agreement in the event Customer seeks the protection of any bankruptcy court, becomes insolvent, or makes an assignment for the benefit of creditors.

   iv. *Transition Assistance*. If this Agreement is terminated with or without cause, each party shall cooperate with the other party and Paradigm shall provide, at its then current rates, all reasonable assistance to effect an orderly transfer of the Service to another service provider of Customer's sole choice. Paradigm shall allow Customer access to all of Customer's information and data that will assist in the orderly transition of the Service to another party. If the provision of the Service is required as part of a transition of the Service to another party, or if Customer continues to use the Service during any transition period, Customer shall continue to pay the then current Subscription Fees during the transition period.

c. Suspension of Service. Paradigm may, upon reasonable advance written notice to, and in consultation with, Customer, suspend, terminate or otherwise deny Customer's, any User's, or any other person's access to or use of all or any part of the Service, without incurring any resulting obligation or liability, if: (a) Paradigm receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Paradigm to do so; or (b) Paradigm believes, in its reasonable discretion, that: (i) Customer or any User has failed to substantially comply with, any material term of this Agreement, or accessed or used the Service beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of Paradigm; (ii) Customer or any User is, or has been, involved in any fraudulent, misleading or unlawful activities involving the Service; or (iii) this Agreement expires or is terminated. This Subsection does not limit any of Paradigm's other rights or remedies, whether at law, in equity, or under this Agreement and shall not excuse Customer from any obligation to make payment(s) under this Agreement or any other agreement still in effect.

d.   Obligations on Termination.

    i.   Upon termination or expiration of this Agreement, and subject to Subsection 6(b)(iv) of these Terms and Conditions, Customer's and its Users' right and ability to access the Service and User Data shall cease immediately and Paradigm shall have no obligation to retain any data stored on Paradigm's or its subcontractors' systems or servers other than as provide otherwise in this Agreement. Each party shall, within ten (10) business days, subject to Subsection 6(b)(iv) of these Terms and Conditions, destroy or return to the other party Confidential Information of such other party in its possession or control.

    ii.   Upon termination of this Agreement other than for Paradigm's material breach, then all undisputed fees and charges for the then current Term shall be accelerated and these fees shall be paid to Paradigm within thirty (30) days of the written termination notice.

    iii.   Upon termination of this Agreement, the parties shall have no further obligations pursuant to the terms of this Agreement except that obligations pursuant to Sections 1, 6(d), 7, 8, 9, 10, 11, and 12 of these Terms and Conditions shall survive termination.

    iv.   Upon termination of this Agreement, Paradigm shall invoice Customer for any outstanding fees and expenses related to the Service in accordance with the Agreement prior to the effective date of the termination. Customer shall pay such undisputed invoice within thirty (30) days of receipt and will have no further payment obligation with regard to the terminated Agreement or terminated Subscription.

Section 7 Intellectual Property (Service and User Data)

a.   Customer acknowledges and agrees that the Confidential Information, Service, Content, Paradigm Technology, Paradigm Trade Secrets, and this Agreement contain proprietary and confidential information that is protected by applicable intellectual property and other laws. "Paradigm," "WTS," "WTS Paradigm," "Paradigm Omni," "Home Configure," and "Inspire" are the trademarks of Paradigm, and Customer and its Users may not display such marks without the written consent of Paradigm. All right, title, and interest in and to the Service and underlying source code, whether tangible or intangible, including, but not limited to, patent, copyright, trademark and Trade Secret rights and further including all right, title, and interest in and to any images, photographs, animations, video, audio, music, text, user interface, APIs, and "applets" incorporated into the Service are owned by Paradigm.

b.   Paradigm shall not own any right, title or interest in or to User Data; provided, however, that Customer hereby irrevocably grants all such rights and permissions in or relating to User Data:
(a) to Paradigm and its subcontractors as are necessary or useful to perform the Service for Customer and its Users; (b) to Paradigm and its subcontractors as are necessary or useful to perform the Service for other customers and users of the Service; and (c) to Paradigm as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder. The rights and permissions in or relating to User Data granted under this section shall survive expiration or termination of this Agreement.

c.   Paradigm may collect, use, and disclose de- identified aggregate information and de- identified aggregate data regarding how the Service is used, processes information, and otherwise performs, as well as de-identified aggregate information and de-identified aggregate data for buyer segmentation, purchasing behavior, statistical, performance, usage, and quality assurance purposes. Paradigm has the right to access and monitor the use of the User Data and other actions and data within the Service and the use of the Service

by Users and Customer hereby consents to the collection and use of such information and data as described herein. All information collected by Paradigm will be used by Paradigm and may be shared with third parties in the aggregate without any identifying information or in any manner that would allow identification of Customer and shall be Paradigm's Confidential Information. Any such information or data produced by Paradigm or the Service regarding the performance and usage of the Service, buyer segmentation, purchasing behavior, and analysis and compilations of aggregate data collected by Paradigm is considered proprietary information owned by Paradigm.

Paradigm may publicly disclose de-identified aggregate data and/or information so long as such de-identified aggregate data and/or information do not include any personally identifiable information associated with Customer, its Users, or Customer's or Users' customers, or any identifiable data related to the intellectual property that Customer and its Users create through the Service or included in Customer's quote or configuration data.

d.   Customer and its Users may not remove the copyright, trademark, or other proprietary notices (if any) from the Service or any onscreen display when the Service is accessed. Customer and its Users may not disclose the Service, this Agreement, in whole or in part, or otherwise provide information from the Service, this Agreement, in whole or in part, to any third party or parties not directly affiliated with Customer or its Users without the written consent of Paradigm, which may be withheld by Paradigm in its sole discretion.

e.   Customer acknowledges that any use or disclosure of Paradigm's proprietary rights and marks as described in this paragraph in a manner inconsistent with the provisions of this Agreement will cause Paradigm irreparable damage for which remedies other than injunctive relief will be inadequate, and Customer agrees that Paradigm shall be entitled to injunctive or other equitable relief enjoining such use or disclosure, without the posting of a bond or other security, in addition to any other remedies available by law or under this Agreement.

f.   Paradigm has not agreed to and does not agree to treat as confidential any information, suggestions, or ideas for improving or otherwise modifying any of Paradigm's products or services that Customer, its Users, Customer's customers, Users' customers, or other users provide to Paradigm, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Paradigm's right to use, profit from, disclose, publish, keep secret, or otherwise exploit such information, suggestions, or ideas without compensating or crediting Customer, its Users, Customer's customers, Users' customers, or other user providing such suggestions or ideas.

Section 8 Non-Disclosure

Confidential Information. Paradigm and Customer agree that any non-disclosure or confidentiality agreement between the parties remains in full force and effect and is hereby ratified and affirmed and incorporated herein by reference.

Section 9 Warranties and Disclaimers

a.   Paradigm represents and warrants that neither the Service in the form provided by Paradigm to Customer, nor its normal use, nor any deliverable provided pursuant to any services performed by Paradigm hereunder, infringes or misappropriates any valid patents, copyrights, trademarks, trade secrets or other intellectual property rights of a third party, provided, however, that this warranty does not extend to any infringement arising out of the use of the Service in combination with systems, equipment, or software not supplied by Paradigm or reasonably contemplated or expected to be used in support of the Service, any use of the Service outside of the United States or Canada, or any modification of the Service unless authorized or performed by

or on behalf of Paradigm. Subsections 10(c) and (d) of these Terms and Conditions shall control with respect to the limitation of Paradigm's liability for a claim under this Section 9 and the amount that would be subject to a claim for indemnification under Subsection 10(a) of these Terms and Conditions by Paradigm.

b.   Paradigm represents and warrants that Paradigm has title to the Service or otherwise has the right to grant to Customer access to and use of the Service as set forth in this Agreement and that the Service will substantially conform to any Documentation. Subsections 10(c) and (d) of these Terms and Conditions shall control with respect to the limitation of Paradigm's liability for any claim under this Subsection 9(b).

c.   Customer shall deliver written notice to Paradigm if Customer believes Paradigm is in breach of the limited warranties under this Section 9. Notices shall describe in reasonable detail the circumstances of the breach. Upon receipt of that notice, the Cure Period begins. Customer shall not pursue any breach of warranty claims unless and until the Cure Period has expired without cure by Paradigm.

d.   **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PARADIGM DOES NOT GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT PARADIGM WILL CORRECT ALL SERVICE ERRORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT PARADIGM SHALL HAVE NO LIABILITY FOR INACCURATE, NONCONFORMING, FAULTY, OR DEFECTIVE OUTPUTS OR DELIVERABLES, INCLUDING, WITH REGARD TO INACCURATE, NONCONFORMING, FAULTY, OR DEFECTIVE QUANTITY TAKE-OFFS, VISUALIZATIONS, OR THREE-DIMENSIONAL MODELS AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO REQUEST THAT PARADIGM RE- PERFORM SUCH OUTPUTS OR DELIVERABLES AT NO ADDITIONAL COST TO CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES THAT PARADIGM DOES NOT CONTROL THE TRANSFER OF DATA OVER THIRD-PARTY COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH THIRD-PARTY COMMUNICATIONS FACILITIES. PARADIGM AND ITS RELATED PARTIES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY PARADIGM.**

e.   **EXCEPT AS OTHERWISE PROVIDED IN THISAGREEMENT, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY PARADIGM AND ITS LICENSORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PARADIGM OR AN AUTHORIZED REPRESENTATIVE OF PARADIGM SHALL CREATE A WARRANTY.**

f.   **ALL THIRD-PARTY MATERIALS, IF PROVIDED BY PARADIGM, ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY SELLER OR DISTRIBUTOR OF SUCH THIRD- PARTY MATERIALS.**

g.   Each party represents and warrants that it is under no obligation or disability, created by law or otherwise, which would in any manner or to any extent prevent or restrict it from entering into and freely performing this Agreement, and each hereby accepts the obligations hereunder.

h.   Customer represents and warrants that the User Data, and Paradigm's use of the User Data, does not infringe upon or misappropriate any third- party intellectual property rights, including, but not limited to, any patent, copyright, trademark, or trade secret right, and such User Data does not otherwise violate any law. Further, Customer represents and warrants that it and its Users have all permissions and authority to transfer, upload, transmit, or store to the Service or otherwise make available to Paradigm the User Data and allow Paradigm's use of the User Data under this Agreement.

i. **THE PARTIES INTEND THAT THE LIMITATIONS, LIMITED REMEDIES, AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.**

Section 10 Indemnification and Limitation of Liability

a. <u>By Paradigm</u>. Subject to the limitations given in Subsections 10(c) and (d) of these Terms and Conditions, Paradigm will indemnify and hold Customer harmless from and against any third party claim of infringement, resulting from the limited warranty provided by Paradigm to Customer under Subsection 9(a) of these Terms and Conditions, which, if such claim is true, would evidence a breach of that foregoing warranty, and all demands, actions, liabilities, judgments, damages, costs and expenses (including attorneys' fees) provided: (i) Customer promptly notifies Paradigm of any such infringement claim of which it has knowledge or notice; and (ii) accords Paradigm the right, at its sole option and expense, to handle the defense of the infringement claim and to settle or resolve any such claim it deems appropriate. If such an infringement claim arises or if Paradigm becomes aware of the possibility of such a claim, then Paradigm may, in its discretion, in the following order of preference: (i) furnish Customer upon its approval with non- infringing substantially similar replacement software or other deliverable if commercially reasonable for Paradigm to perform; (ii) modify the Service or other deliverable so as to be non-infringing if commercially reasonable for Paradigm to perform; (iii) obtain a license for Customer to use the infringing service, software, or other deliverable if commercially reasonable for Paradigm to perform; or (iv) terminate this Agreement in whole or in part upon written notice to Customer and thereafter give Customer a refund or credit for the Service Fees actually paid by Customer for the infringing components of the Service, less a reasonable allowance for the period of time Customer has used the Service. This indemnity shall survive the termination or expiration of this Agreement.

b. <u>By Customer</u>. Customer agrees that to the fullest extent permitted by law, it shall indemnify, defend, and hold harmless Paradigm and its Related Parties from and against all claims, suits, damages, losses, and expenses (including without limitation attorneys' fees, liquidated damages, penalties or interest) arising directly or indirectly out of any (a) claims arising out of Customer's improper use of the Service; (b) Customer's connection to or the inability to use or connect to the Service; (c) third-party claim of infringement, misappropriation, or other similar claim arising out of or resulting from Paradigm's receipt, copying, modification, or other use of the User Data or any other information, data, blueprints, plans, or drawings provided to Paradigm by Customer; (d) claim arising out of or related to a breach of the warranty provided by Customer to Paradigm under Subsection 9(h) of these Terms and Conditions; or (e) material breach of this Agreement by Customer or any of its Users; provided, however, that Paradigm shall have the right to approve, in its reasonable discretion, the selection of attorneys engaged by Customer to settle or defend such claims or suits and Customer shall not settle any claim or suit without the prior written approval of Paradigm, which shall not be unreasonably withheld, conditioned, or delayed. This indemnity shall survive the termination or expiration of this Agreement.

c. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT SHALL PARADIGM OR ITS RELATED PARTIES BE LIABLE FOR ANY (I) DIRECT DAMAGES IN EXCESS OF THE ACTUAL SERVICE FEE PAID BY CUSTOMER IN THE YEAR IMMEDIATELY PRIOR TO A CLAIM; (II) ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF DATA, LOST TIME, LOST SAVINGS OR OTHER BENEFITS, LOST CONFIDENTIAL OR OTHER INFORMATION, LOSS OR IMPAIRMENT OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, CLAIMS AGAINST CUSTOMER OR ANY USER BY ANY THIRD PERSON, OR FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PARADIGM OR ITS RELATED**

PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (III) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY PARADIGM TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND PARADIGM'S REASONABLE CONTROL; OR (IV) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING MORE THAN ONE (1) YEAR AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

d. **THE PARTIES INTEND THAT THE LIMITATIONS, LIMITED REMEDIES, AND DISCLAIMERS CONTAINED IN THIS SECTION SHALL BE VALID AND ENFORCED EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.**

Section 11 Non-Exclusivity

Customer recognizes that Paradigm may provide the Service or a similar service for others, and this Agreement shall not prevent Paradigm from providing the Service or other services that are similar to those provided hereunder, provided, however, that Paradigm shall not use or infringe upon any Confidential Information of Customer or its Users, or any of Customer's or any of its Users' other proprietary and intellectual property rights in providing the Service or other services for others.

Section 12 Miscellaneous

a. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to conflict of law principles. Venue and jurisdiction for any federal or state court litigation or any alternative dispute resolution including mediation and arbitration shall be Dane County, Wisconsin. All alternative dispute resolution shall be conducted in person in Dane County, Wisconsin.

b. Waiver of Right to Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION.

c. Force Majeure. Except for monetary obligations hereunder, neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure event. The delayed party must notify the other party promptly upon the occurrence of any such event and inform the other party of its plans to resume performance.

d. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersede any prior agreement, understanding, and communication between the parties, whether written or oral, with respect to such subject matter.

e. Transfer and Assignment. Customer may not assign or transfer this Agreement without Provider's express written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any attempt to do so without such consent will be null and void. Upon written notice to the Customer, Provider may assign or transfer this Agreement and its rights and obligations hereunder, including but not limited to any connection with (i) a merger, combination, consolidation, or similar business combination involving Provider, (ii) a sale of

all or substantially all of Provider's assets, or (iii) a sale of a majority of Provider's outstanding voting securities; provided, however, if a party assigns this Agreement to a competitor of the other party, the non-assigning party shall have the right to terminate this Agreement immediately upon written notice. For the purposes of this Agreement, a "competitor of the other party" means any person, firm, business, or other organization or entity that designs, develops, produces, offers for sale or sells products or services that are in competition with the products or services of the non-assigning party, or its affiliates, as designed, developed, produced, offered for sale or sold by the non- assigning party, or an affiliate, at the time of the assignment. The foregoing notwithstanding, in no event shall Customer be allowed to assign this Agreement if it is not current in its payments owed to Paradigm and any permitted assignment remains subject to the right of Paradigm to seek a change in the Subscription Fees for any change in size, composition, or organization of Customer. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective representatives, successors, and permitted assigns.

f. <u>Severability; No Waiver.</u> In the event that any term or condition of this Agreement is determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect on the other terms and conditions, which shall continue to be binding upon the parties hereto. Lack of enforcement of any term or condition in this Agreement shall not be construed as a waiver of any rights conferred by such term or condition.

g. <u>Relationship</u>. No joint venture, partnership, employment, or agency relationship exists between Customer or its Users, and Paradigm as a result of this Agreement. Each party shall have sole responsibility for payment to its employees and its subcontractors, including all tax payments and report obligations and shall indemnify the other party for all such expenses and obligations.

h. <u>Requirement to Give Notice of Third-Party Consultants to Obtain Nondisclosure Agreement.</u> Before Customer or any of its Users is permitted to hire a third-party consultant to render assistance to Customer or a User in the setup of the Service or in the operations of the Service, Customer or, if applicable, User, must first provide written notice to Paradigm providing the name and address of all such consultants, and all such consultants must first sign a non-disclosure agreement with Customer to protect Paradigm's Confidential Information with terms at least as restrictive as the non- disclosure agreement between Paradigm and Customer or otherwise reasonably acceptable to Paradigm. Paradigm reserves the right to reasonably refuse to allow a specific third-party consultant to render assistance to Customer or any of its Users or obtain access to the Service.

i. <u>Survival Clause.</u> All duties and responsibilities of any party, which, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract Term or cancellation of this Agreement. In addition, the expiration or earlier termination of this Agreement shall not relieve either party of obligations incurred prior to the termination date.

j. <u>Notices Clause.</u> All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

   1. Actually received,

   2. Upon receipt by sender of a certified mail return receipt signed by an employee or agent of the receiving party,

   3. Upon delivery by Customer of the notice to an authorized Paradigm representative at Customer's site, or

   4. Upon delivery by Paradigm of the notice to an authorized Customer representative while at Paradigm's site.

k. Alternative Dispute Resolution. Except for actions to seeking injunctive relief to protect intellectual property rights or Confidential Information, in the event of a dispute between the parties arising under or in connection with this Agreement, both parties agree to first use their best efforts to settle the dispute through negotiation. Each party shall make available an officer or representative, who shall have authority to bind his or her respective party, to consult and negotiate with each other in good faith to resolve the dispute. If the dispute cannot be settled through such negotiation within 30 days, then, upon notice of either party to the other party, the parties shall engage in mediation for the outstanding issues prior to any lawsuit being filed by either party. Mediation shall take place in person in Dane County, Wisconsin.

l. Binding Agreement. When signed, this is binding agreement for the SaaS service(s) identified in this Agreement and is effective on the Effective Date. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.