

TERMS AND CONDITIONS OF SUBSCRIPTION

Revision Date: November 2, 2020

These Terms and Conditions of Subscription Agreement (“T&Cs”) are applicable to any Order Form for subscription services issued by WorldAPP Inc. operating under FORM.com brand name (hereinafter “FORM.com”) and accepted by Customer. Each Order Form shall be subject to these T&Cs. These T&Cs, along with all Order Forms, collectively constitute the “Agreement” by and between FORM.com and Customer. Capitalized terms have the meanings ascribed to them throughout the Agreement.

1. DEFINITIONS.

“**Affiliate**” means an entity or person that directly or indirectly, through one or more intermediaries, controls, is controlled by or in common control with a party to this Agreement. For purposes of this definition, control means direct or indirect ownership or control of 50% of the voting interest of the subject entity.

“**Authorized User**” means an individual authorized to use the Subscription Service for the benefit of Customer, and as otherwise defined in an Order Form, including Customer’s employees, representatives, consultants, contractors or agents.

“**Customer**” means the person or entity using the Subscription Service or receiving the Professional Services and identified in the applicable account record, billing statement, or Order Form as the customer.

“**Customer Data**” means the custom-built content of form questions (including the associated answers), documents, forms, user identification, all responses and data collected, and reporting of such responses, and data generated through Authorized Users of the Subscription Service.

“**DPA**” means the Data Processing Agreement at https://www.form.com/hubfs/legal/Data_Processing_Agreement.pdf.

“**Order Form**” means the FORM.com approved ordering document by which Customer agrees to subscribe to the Subscription Service and purchase Professional Services, containing applicable details,

including the Subscription Term, the Services selected, the number of Authorized Users permitted, Customer contact information and fees. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Personal Data” means any information relating to an identified or identifiable individual where such information is contained in Customer Data and is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws, as defined in the DPA.

“Platform” means the proprietary software application system and related database used for data collection and analysis.

“Professional Services” means system configuration, integration or development assistance described in a Statement of Work.

“Professional Services Fees” means fees payable for Professional Services as set forth in a SOW, Order Form, or otherwise agreed to by the parties.

“Related Materials” means instructions, documents, and files provided by FORM.com through its on-line helpdesk, as updated from time to time.

“Sensitive Information” means credit or debit card numbers; financial account numbers or wire instructions, government issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection.

“Services” means, collectively, Subscription Service and Professional Services.

“Statement of Work” or **“SOW”** means a statement of work describing Professional Services to be provided by FORM.com or its subcontractors, between FORM.com and Customer, from time to time.

“Subscription” means the purchase of a right to use the Subscription Service for the period set forth in an Order Form.

“Subscription Fee” means the fee payable for the Subscription Service.

“Subscription Service” means product and service offerings of FORM.com including access to the Platform, implementation services, other ancillary services that Customer has subscribed to under an Order Form.

“Support Services” means technical support services to be provided to Customer for the Subscription Service, as set forth in an Order Form.

“Third Party Applications” means applications, integrations, implementation and services, provided by a party other than FORM.com that interoperate or integrate with the Subscription Service.

“FORM.com” means WorldAPP, Inc. or Designlogic Ltd., or any affiliate created from time to time, each as noted on an Order Form.

“FORM.com Content” means all information, data, text, messages, software, images that FORM.com incorporates into the Subscription Service or Professional Services.

2. SUBSCRIPTION SERVICE.

2.1 Provision of Services. Subject to the terms and conditions of the Agreement and in consideration for the payment of the Subscription Fee, FORM.com agrees to license and make available to the Authorized Users the Subscription Service as described in the applicable Order Form, for Customer’s internal business operations only. FORM.com may provide Customer with Professional Services according to rates and other terms agreed upon in a SOW. Customer may subscribe to additional features of the Subscription Service by entering into an additional or amended Order Form subject to this Agreement. FORM.com may provide access and use of the Subscription Service to Customer’s Affiliate’s Authorized Users or allow them to receive the Professional Services purchased under this Order; provided that, all such access, use and receipt by Customer’s Affiliate’s Users is subject to and in compliance with the Agreement, and Customer will at all times remain liable for Customer’s Affiliates’ compliance with the Agreement. Customer agrees that any purchases hereunder are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by FORM.com regarding future functionality or features.

2.2 Protection of Customer Data. FORM.com’s safeguards will include annual security standard audits for the Subscription Service and measures for preventing access, use, modification or disclosure of Customer Data by FORM.com personnel except to provide the Services and prevent or address service or technical problems, as compelled by applicable law, or as expressly permitted by Customer

in writing. To the extent any Customer Data includes Personal Data, the terms of the DPA are hereby incorporated by reference and will apply. The DPA sets out how FORM.com will process Personal Data on Customer's behalf in connection with the Subscription Service provided to Customer under this Agreement. FORM.com will maintain commercially appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Related Materials and in the DPA, including security measures in Schedule 2 of the DPA. To the extent FORM.com processes Personal Data from the European Economic Area, the United Kingdom and/or Switzerland or Personal Data that is subject to Data Protection Laws (as defined in the DPA), the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

2.3 Authorized Users. Each Authorized User will be assigned a unique login ID and password by FORM.com or Customer's administrative user, as applicable. Each login ID and password will be exclusive to the named individual registered Authorized User. Authorized Users must keep the login IDs and passwords confidential and not provide them or allow access to the Services to other individuals. Customer will be responsible for all activation, use and deactivation of login IDs and passwords and Customer will adopt reasonable security arrangements to preserve them as confidential and standard processes for deactivating terminated users. To comply with the terms of this Agreement (such as safeguarding proprietary rights) or with applicable law, FORM.com may suspend login ID or password in its reasonable discretion. Customer is responsible for all activities conducted under Authorized User logins and for Authorized Users' compliance with this Agreement.

2.4 Support Services and Service Levels. Subject to the terms and conditions of the Agreement, FORM.com will provide applicable Support Services to Authorized Users, as specified in an Order Form. During the Subscription Term. Details about FORM.com's service level commitment are set forth in the Service Level Agreement at <https://www.form.com/hubfs/legal/SLA.pdf>.

2.5 Third-Party Applications. From time to time, Customer may use Third Party Applications for use in connection with the Services. Except as expressly set forth in an Order Form, FORM.com is not responsible for and does not warrant any such Third Party Applications or any content provided by such Third Party Applications.

3. PROPRIETARY RIGHTS.

3.1 Customer Intellectual Property Rights. All rights, title and interest to the Customer Data, including intellectual property rights developed pursuant to a SOW relating to Customer Data, will be the exclusive property of Customer. Except as provided in this Agreement, rights to use Customer Data granted to FORM.com do not convey or otherwise transfer to FORM.com any rights or licenses (including implied licenses) in the Customer Data or any intellectual rights thereto. FORM.com will use Customer Data only to the extent necessary to provide the Services, otherwise meet its obligations and enforce its rights under this Agreement, and only as permitted by applicable law and this Agreement. Customer acknowledges that FORM.com uses data and information on use of the Services to provide, protect, maintain, support and improve the Services. Customer represents that it has all necessary rights to the Customer Data provided to FORM.com in connection with the Services.

3.2 FORM.com Intellectual Property Rights. All rights, title and interest to the Platform and Services (including but not limited to, intellectual rights in the Services and all modifications, extensions, customizations, or other derivative work of the Services or developed pursuant to Professional Services relating to FORM.com's software and/or technology work product) are owned exclusively by FORM.com and its licensors. Except as provided in this Agreement, rights granted to Customer do not convey or otherwise transfer to Customer any rights or licenses (including implied licenses) in the Platform, the Services or any intellectual rights thereto, and any rights in the Platform, Services or FORM.com's intellectual property not expressly granted in the Agreement are reserved by FORM.com. Customer may print and copy Related Materials for use with the Services. Customer agrees not to display or use FORM.com service marks, logos and product and service names in any manner without FORM.com's express prior written permission. The trademarks, logos and service marks and content of Third Party Application providers are the property of such third parties, Customer is not permitted to use such third party marks without the prior written consent of any such third party.

3.3 License to Use Feedback. Customer grants FORM.com a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services (without attribution) any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or any Authorized Users relating to the operation of the Services.

4. RESTRICTIONS.

4.1 Customer shall not and shall not permit any Affiliate, Authorized User or other third party to: (a) copy, translate, create a derivative work of, unlock, download, reverse engineer, disassemble, or decompile the Platform or the Services, in whole or in part, or otherwise attempt to learn the source code, structure, database schemes, or algorithms, of the Services, or run third party software applications other than integrated applications or browsers upon; (b) access or use the Platform or Services to circumvent or exceed Platform or Services account limitations or requirements, or disrupt operation; (c) use the Platform or Services for the purpose of building a similar or competitive product or service; (d) obtain unauthorized access to the Platform or Services including without limitation permitting access to or use of the Platform or Services via another application, system or tool; (e) use Services, or upload Customer Data into the Platform, in a manner that is in violation of FORM.com's or of any third party rights of privacy or intellectual property rights; (f) publish, post, upload or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Services (provided, that limited penetration testing may be permitted upon prior written agreement between the parties); or (h) shall not act as application service provider or service bureau or otherwise establish, operate or maintain surveys in on behalf of a third party.

4.2 Customer further agrees not to: (a) provide access to the Platform or Services to any third party or person who is not an Authorized User of the Services, directly, or through any third party; (b) sell, license, barter, trade or otherwise allow access to the Platform or Services to any third party who is not an Authorized User without FORM.com's prior written consent; or (c) attempt to derive any of FORM.com's product naming conventions or methods for deriving any FORM.com product codes or FORM.com product names. Customer acknowledges that the Platform and the Services contain copyrighted and proprietary products and materials of third party licensors that are obtained under a license from such third party licensors, and agrees that such products and materials may be used only in conjunction with the Services.

4.3 No Sensitive Information. CUSTOMER ACKNOWLEDGES THAT THE SUBSCRIPTION SERVICE HAS NOT BEEN DESIGNED TO PROCESS OR MANAGE SENSITIVE INFORMATION (UNLESS EXPRESSLY AGREED BY THE PARTIES) AND ACCORDINGLY, AS APPLICABLE, CUSTOMER AGREES NOT TO USE THE

SUBSCRIPTION SERVICE TO COLLECT, MANAGE OR PROCESS SENSITIVE INFORMATION. FORM.COM WILL NOT HAVE AND SPECIFICALLY DISCLAIMS ANY LIABILITY THAT MAY RESULT FROM CUSTOMER'S USE OF THE SUBSCRIPTION SERVICE TO COLLECT, PROCESS OR MANAGE SENSITIVE INFORMATION.

5. FEES AND TAXES.

5.1 Fees and Payment Terms. Except as otherwise provided in the Order Form or this Agreement, payment obligations are non-cancellable and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term (as defined in Section 6.1). Except as otherwise set forth in an Order Form, Subscription Fees shall increase by five percent (5%) annually after the initial Subscription Term. Payments of Subscription Fees and Professional Services Fees shall be made in advance according to the frequency stated in the applicable Order Form and/or SOW). Unless stated otherwise in an Order Form or a SOW, all invoices are due within thirty (30) days after the date of invoice and will be paid via Automated Clearing House (ACH) payments or check, or as otherwise agreed by FORM.com.

5.2 Overdue Charges. Payments made after their due date will incur a daily simple interest from the original invoice due date at a rate equal to one percent (1%) per month or the maximum rate, to the extent permitted by applicable law, whichever is lower. If Customer does not pay FORM.com within thirty (30) days after the due date of any invoice, FORM.com may, reserving FORM.com's remedies or rights hereunder, accelerate the unpaid fee obligations so that they become immediately due and payable, and/or suspend provision of the Services until such payments are made, or terminate the applicable Order Form(s), SOW(s) and/or this Agreement.

5.3 Taxes. All fees exclude, and Customer shall be responsible for, payment of sales, use, all gross receipts or gross margin type tax, or similar state or local taxes directly related to or assessed with respect to Customer's use of the Subscription Service and performance of the Professional Services. Customer will have no liability for FORM.com's employment or income taxes. If Customer is located in the European Union, all fees are exclusive of any VAT and Customer represents that Customer is registered for VAT purposes in its member state. At FORM.com's request, Customer will provide FORM.com with the VAT registration number under which Customer is registered in its member state. If Customer subject to GST, all fees are exclusive of GST. Customer shall hold FORM.com harmless from and indemnify FORM.com against all claims and liability arising from any failure to pay such taxes or fees.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement shall commence on the Effective Date (set forth on the initial Order Form) and shall continue until all Subscriptions hereunder have expired or have been terminated (the “**Term**”). The initial subscription period will be specified in the applicable Order Form (“**Subscription Term**”). Except as otherwise specified in the Order Form, the Subscription will automatically renew for the period of time of the initial Subscription Term, unless either party gives the other notice of non-renewal at least 90 days prior to the end of the relevant Subscription Term, or the parties enter into an amended or new Order Form.

6.2 Early Termination. Customer may elect to cancel a Subscription prior to the expiration of the applicable Subscription Term by providing thirty (60) days’ notice of cancellation; provided that FORM.com will not provide any refunds or prepaid fees or unused Subscription Fees. For the termination to be effective, Customer shall promptly pay all unpaid fees due through the end of the Subscription Term.

6.3 Termination for Breach. Either party may terminate this Agreement for cause upon thirty (30) days’ written notice to the other party of a material breach of this Agreement if such breach remains uncured the expiration of such period. Such notice shall specify the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Notwithstanding the foregoing to the contrary, payment obligations must be cured within ten (10) days. Except as set forth in Section 6.3, this Agreement may not otherwise be terminated prior to the end of the Subscription Term.

6.4 Suspension. Any use of the Services in breach of this Agreement, Related Materials or Order Forms, by Customer or Authorized Users that in FORM.com judgment threatens the security, integrity or availability of FORM.com’s services, may result in the immediate suspension of the Services FORM.com will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

6.5 Effect of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, Customer’s Authorized Users will immediately discontinue use of the Services and FORM.com Content. If this Agreement is terminated by Customer pursuant to Section 6.2 or FORM.com terminates the Agreement pursuant to Section 6.3, Customer will promptly pay all unpaid fees due under the Agreement through the end of the Subscription Term. Sections 1, 2.2, 2.3, 3, 5-6, 8-12 shall survive the termination or expiration of this Agreement.

6.4 Return of Customer Data. In the event that this Agreement expires or is terminated, FORM.com, upon written request of Customer and within thirty (30) days of FORM.com's receipt of such request, will provide Customer a choice of the following two options: (a) provide Customer with access to the Platform to download all Customer Data or (b) delete Customer Data from FORM.com's current production database. FORM.com shall store Customer Data for up to one (1) year after the Agreement termination to provide Customer with an opportunity to access Customer Data within this period, if required. Customer Data stored at the backups will be deleted within one (1) year from the date of deletion of Customer Data from the production database. Customer Data stored after the Agreement expiration or termination is subject to compliance with the terms of the data protection and confidentiality obligations within this Agreement.

7. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND EXCEPTIONS.

7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power and authority to do so, and shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

7.2 WorldAPP Warranty. FORM.com warrants that, during the Subscription Term: (a) it will perform the Services using commercially reasonable care and skill in all material respects as described in the Related Materials and in accordance with federal, state or local laws, and regulations which may be required to provide the Services; (b) the Services will be free from material defects; and (c) the Services shall be free of viruses, trojan horses, worms, or devices which are designed to shut down the use of the Services without Customer's authorization. FORM.com, at its sole expense, will use commercially reasonable efforts to correct any material non-conformance after FORM.com receives written notice from Customer that describes the non-conformance in detail. FORM.com's warranty obligations are expressly subject to: (a) the Services being used in accordance with this Agreement, the applicable Order Form, the Related Materials and any other instructions provided by FORM.com; and (b) Customer providing written notice to FORM.com of any alleged breach of such warranty promptly after Customer becomes aware of such breach. Customer's exclusive remedies for a breach of FORM.com's warranties described in this Sections 7.

7.3 Customer Warranty. Customer warrants that it has full and sufficient rights to use and to disclose to FORM.com any and all Customer Data, and that such Customer Data shall be (a) free of viruses, trojan horses, worms, or devices which are designed to shut down the use of the Services without FORM.com's authorization does and (b) shall not infringe or misappropriate any third party's intellectual property rights.

7.4 Warranty Disclaimers. Subject to the obligations set forth in the Service Level Agreement. FORM.com does not warrant that access to the Services will be provided without error or interruption, that FORM.com will correct all service errors, or that the Services will meet all of Customer's requirements or expectations. Notwithstanding anything else in this Agreement, FORM.com shall have no liability under this Agreement or the Services, pursuant to the warranty in this Section 7 or otherwise, arising out of or relating to: (1) any use, re-transmission or reliance on inaccurate or incomplete Customer Data ; (2) the failure of Customer to provide the necessary information to FORM.com in a timely manner and specified delivery method and formats; (3) non-FORM.com errors or omissions in use of, or input of any information or data; or (4) any issues related to the performance, operation or security of the Services that arise from Customer Data. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. DATA OBTAINED FROM PUBLICLY AVAILABLE SOURCES OR THIRD PARTIES IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FORM.COM DISCLAIMS ALL LIABILITY WITH RESPECT TO THIRD PARTY PRODUCTS THAT CUSTOMER USES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. INDEMNIFICATIONS.

8.1 By FORM.com. Subject to the conditions set forth below, FORM.com shall defend Customer and its Affiliates, officers, directors, employees and contractors against any third-party action attributable to a claim, demand or cause of action of any kind based on any allegation, demand or claim that any portion of the Services misappropriates or infringes a trade secret, copyright, or patent issued as of the Effective Date (but is not the result of any Customer Data or other materials or information provided by Customer), and FORM.com shall indemnify and pay all settlements entered into and damages awarded against Customer (including reasonable attorneys' fees) to the extent based on such action.

Notwithstanding the foregoing, FORM.com will have no obligation to Customer to the extent that the infringement claim arises from: (a) any unauthorized use or use of the Services not in accordance with this Agreement; (b) any use of a Services in combination with any other products or services not authorized by FORM.com; or (c) any modification of the Services by or through Customer. This Section 8.1 states the FORM.com's sole liability to, and Customer's exclusive remedy against FORM.com, for any type of claim described in this Section 8.1.

8.2 By Customer. Subject to the conditions set forth below, Customer shall defend FORM.com and its subsidiaries, Affiliates, officers, directors, employees and contractors against any third-party action attributable a to a claim, demand or cause of action of any kind based on any allegation, demand or claim that Customer's or an Authorized User' use of the Services or Customer Data is in breach of this Agreement, violates applicable law, or misappropriates or infringes such third party's intellectual property rights, and Customer shall indemnify and pay all settlements entered into and damages awarded against or incurred by FORM.com (including reasonable attorneys' fees) to the extent based on such action.

8.3 Indemnification Procedures. In the event of a potential indemnity obligation under this Section 8, as a condition to the such obligations, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such a claim, demand or cause of action; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such claim, demand or cause of action and any appeal arising therefrom.

9. LIMITATIONS OF LIABILITY.

9.1 Limitation of Liability. In no event shall the aggregate liability of each party and its Affiliates arising or related to this Agreement exceed the total monthly Subscription Fees actually received by FORM.com from Customer during the twelve (12) months immediately prior to the date on which such claim arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's payment obligations, the indemnification obligations set forth in Section 8, or breach by either party of Section 3 (Proprietary Rights) or Section 10 (Confidentiality), Customer's actions leading to FORM.com being blacklisted by mail service providers, or a party's gross negligence or willful misconduct.

9.2 Waiver of Consequential Damages. Neither party, its Affiliates and its licensors, to the maximum extent permitted by law, shall have any liability arising out of or related to this Agreement for any special incidental, indirect, consequential, punitive, or exemplary damages, including without limitation, lost profits, savings or revenue or the use or inability to use the Services, however caused, and on any theory of liability, whether liability is asserted in contract, tort (including negligence), strict liability, or otherwise, in any way arising out of this Agreement, even if advised of the possibility of such damage and notwithstanding the failure of the essential purpose of any remedy.

10. CONFIDENTIALITY.

10.1 Confidential Information. For purposes of this Agreement “**Confidential Information**” shall mean all proprietary information, financial information and other commercially valuable or sensitive information in whatever form, including, without limitation, all Customer Data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and any other materials or information of whatever description which a party has identified as confidential, proprietary or of a commercially sensitive nature or a party should reasonably know is regarded as confidential, proprietary or of a commercially sensitive nature by the other party. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. The term “Confidential Information” shall not include Personal Data, which is separately defined and addressed in Section 2.2 above and the DPA, as applicable.

10.2 Use; Disclosure. During this the Term and for a period of two (2) years thereafter, each party shall use no less than reasonable care to protect the confidentiality of the other party’s Confidential Information. Neither party may disclose the other party’s Confidential Information to any third party, except as may be required: (1) to implement, perform and enforce the terms of this Agreement; (2) by applicable law; or (3) under appropriate nondisclosure terms to auditors, accounting, financial and legal advisers, or to an existing or potential investor, acquiring company, bank or other financial institution in connection with a merger, acquisition, financing, loan or similar corporate transaction. In no event may the Confidential Information of disclosing party be disclosed to its competitor. The parties acknowledge that they may have in development similar solutions and that nothing in this Agreement is intended to

prevent either party from independently developing, offering, supporting and providing similar solutions, provided it is done without use of or reference to the other party's Confidential Information.

10.3 Exceptions. The following shall not be Confidential Information: (a) information that was rightfully in the receiving party's possession without restriction prior to disclosure; (b) information that was in the public domain at the time of disclosure, or which becomes public domain without breach of this Agreement; (c) information that was rightfully disclosed to receiving party by a third party without restriction; or (d) information that was independently developed or created by the receiving party. Either party may disclose Confidential Information if and to the extent such disclosure is required by law or order of a court or other governmental authority or regulation.

10.4 Terms of Agreement Confidential. Each of the parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other party hereto, except to advisors, investors and others on a need-to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

11. ZERO SPAM AND OFFENSIVE CONTENT (for Survey Customers). FORM.com has a zero-tolerance policy against e-mail 'spamming'. As a condition of using the Services, Customer agrees to make commercially reasonable efforts to ensure that any email messages Customer sends using the Services abide to requirements of the CAN-SPAM Act and other applicable laws. Customer agrees to verify and update their email recipients list before distributing them with the Services. Customer must review and refine lists that they use for survey or form distribution and remove invalid addresses regularly. FORM.com reserves the right to monitor Customer's usage of the Services and suspend Customer's access to the Services if FORM.com judges Customer's usage to be "spamming" or otherwise offensive. In the event that FORM.com is black-listed by any Mail Service Providers due to Customer's negligence in their email list maintenance, Customer assumes all liability for FORM.com's damages as outlined in Sections 8 and 9.

12. GENERAL PROVISIONS.

12.1 Miscellaneous. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns, but neither party may assign this Agreement without written consent of the other, except that FORM.com 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. FORM.com may provide some elements of the Subscription Service through third party service

providers. Each party is independent of the other, and nothing contained herein shall be deemed or construed to create any partnership, joint venture, agency, fiduciary or other similar relationship. This Agreement is made solely and specifically between and for the benefit of FORM.com and Customer, and no other person or entity shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. No portion or aspect of the Services shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be eliminated or limited so that this Agreement will remain in full force and effect. No waiver by either party of any breach by the other shall be deemed a waiver of any preceding or subsequent breach. This Agreement (including the Order Form) may be executed in counterparts and/or by facsimile or electronic signature.

12.2 Entire Agreement; Order of Precedence. This Agreement incorporates by reference all exhibits, schedules, Order Forms or SOWs. This Agreement, together with such referenced items, along with [FORM.com's Privacy Policy](#) constitute the entire agreement between Customer and FORM.com and are intended to be the final and complete understanding of their agreement, superseding all prior or contemporaneous oral or written prior agreements, understandings, negotiations, inducements, course of dealing, communications, conditions, representations, warranties or agreements relating thereto, both written and oral. No terms, provisions or conditions of any purchase order, invoice or other business form or written authorization used by Customer will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement or an Order Form, regardless of any failure of FORM.com to object to such terms, provisions or conditions. The Agreement shall not be amended or modified unless it is mutually agreed in writing. For clarity, Additional Services or Authorized Users outside of the original Order Form will require a written amendment or a change order to the Order Form, or a new Order Form. Customer acknowledges that other terms or agreements provided by FORM.com may apply if optional services or features are subsequently ordered or activated. Such other terms or agreements will only apply to such optional services or features. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Related Documentation. Unless expressly agreed by the parties, in the event of any inconsistency or conflict between the terms and conditions of this Agreement and a SOW, the terms and conditions of the SOW shall govern with respect to the subject matter of the SOW only.

12.3 Governing Law. The Agreement is governed by the substantive and procedural laws of the State of Massachusetts, except when the Agreement is executed by a FORM.com entity registered in the UK or otherwise specified in the Order Form, the Agreement is governed by the substantive and procedural laws of the United Kingdom.

12.4 Force Majeure. Neither party shall be liable for failure to perform or delay in performing any obligation under this Agreement (except any payment obligations) to the extent resulting from any circumstance outside of such party's reasonable control, including, but not limited to, acts of nature, disease outbreak, epidemic or pandemic (including the ongoing impact of the COVID-19 coronavirus pandemic), restrictions on transportation or the movement of people or goods (including quarantine and stay-at-home restrictions), natural disaster, fire, strike, act of war, terrorism, embargo, blockade, legal prohibition, governmental action, riot, insurrection, Internet service provider failure or delay, non-FORM.com application or denial of service attack (individually or collectively, "**Force Majeure Event(s)**"), 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.

12.5 Notices. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on an Order Form or to such other address as the parties may designate in writing. Unless otherwise specified, all notices to FORM.com, Inc. or Designlogic Ltd. shall be sent to the attention of the CEO at 222 Forbes Road, Suite 303, Braintree, MA 02184. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has allegedly been breached and the date on which Customer became aware of the alleged breach (failure to provide said date shall be considered defective notice).

12.6 Publicity. Each party agrees that the other party may use the name, logo and trademarks (including such party's Affiliate) in each party's own marketing materials with prior written consent of the other party unless otherwise agreed.