



REQUEST FOR CONTRACT UPDATE #3

Pursuant to the terms of your awarded contract, all Contractors must notify and receive approval from Region 14 Education Service Center ("Region 14 ESC") when there is an update to the contract. No request will be officially approved without the prior written authorization from Region 14 ESC. Region 14 ESC reserves the right to accept or reject any request.

Iron Brick Associates LLC (Contractor Name) hereby provides notice of the following update to Region 14 ESC contract number 159124 for OMNIA Partners: Cloud Solutions for HR, Finance and Planning (Contract Title) on this date 1/13/26.

Instructions:

Vendors must check all that may apply and provide supporting documentation. Be sure to sign the signature page with all required signatures, prior to submitting your update for approval.

This form is not intended for use if there is a change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.

Authorized Affiliates/Dealers/Distributors/Resellers

- ☐ Additions
- ☐ Deletions

Products/Services (check all that apply)

- ☒ Additions
- ☐ Deletions
- ☐ Modifications
- ☐ Pricing Update

Other Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Cloudpermit- Permitting and Licensing software made easy. Cloudpermit delivers a modern community platform for local governments through its highly accessible and easy-to-use cloud software for Building Permitting, Business Licensing, Planning and Zoning and Code Enforcement, which are critical for S&L customers and requirements commonly bundled with traditional ERP acquisitions including, HR, Finance and Planning.

Current Software- Utilities suffer through outdated, difficult-to-use billing systems. We think that needs to change. Current Software is a modern, cloud-native customer management platform that streamlines operations without the headaches. A simple, effective, and holistic billing product that users actually like and helps them get their jobs done. Current focuses on small government utility billing and holds an impressive and fast-growing roster of satisfied, if not ecstatic, customers. Utility Billing is often bundled with traditional ERP requirements and is a mission critical element of every city and county in the country. Small governments need help modernizing their utility billing and now this under served market has a cost-effective, compelling solution to do so.

Iron Brick Associates LLC

Vendor Name

Zebulon Mellett

Submitted By

Digitally signed on 2025.11.18
Signature

1/13/26
Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:

Signature

1/22/2026 | 7:57 AM PST
Date

Supplier Name: Iron Brick Associates LLC Contract # 159124_
Contract Title: OMNIA Partners: Cloud Solutions for HR, Finance and Planning

Manufacturer	Discount off List	Website	Summary of Offering and How it falls within the Scope
Cloudpermit	5% minimum (to be completed at the order level)	https://cloudpermit.com/	Cloudpermit- Permitting and Licensing software made easy. Cloudpermit delivers a modern community platform for local governments through its highly accessible and easy-to-use cloud software for Building Permitting, Business Licensing, Planning and Zoning and Code Enforcement, which are critical for S&L customers and requirements commonly bundled with traditional ERP acquisitions including, HR, Finance and Planning.
Current Software	provided at the order level (expecting a minimum of 5-10% off list)	https://www.currentsoftware.app/	Current Software- Utilities suffer through outdated, difficult-to-use billing systems. We think that needs to change. Current Software is a modern, cloud-native customer management platform that streamlines operations without the headaches. A simple, effective, and holistic billing product that users actually like and helps them get their jobs done. Current focuses on small government utility billing and holds an impressive and fast-growing roster of satisfied, if not ecstatic, customers. Utility Billing is often bundled with traditional ERP requirements and is a mission critical element of every city and county in the country. Small governments need help modernizing their utility billing and now this underserved market has a cost-effective, compelling solution to do so.



EXHIBIT A
CLOUDPERMIT FEE SCHEDULE

Cloudpermit Pricing	Tiers:	3	4	5	6	7
	Population Range	50,001-150,000	20,001-50,000	10,001-20,000	1,501-10,000	0-1,500

Module	ANNUAL RECURRING COST					
Building		\$75,000	\$30,000	\$20,000	\$12,500	\$7,500

Planning (not land use)		\$52,500	\$21,000	\$14,000	\$8,750	\$5,250
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Public Works (Permits)		\$52,500	\$21,000	\$14,000	\$8,750	\$5,250
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Licensing		\$37,500	\$15,000	\$10,000	\$6,250	\$3,750
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Code		\$37,500	\$15,000	\$10,000	\$6,250	\$3,750
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Property Database		\$22,500	\$9,000	\$6,000	\$3,750	\$2,250
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Digeplan		\$4,000	\$3,000	\$2,000	\$2,000	\$2,000
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Laserfiche		\$3,500	\$3,500	\$3,500	\$3,000	\$3,000
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Bluebeam		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
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Module	One-Time Professional Services					
Planning (not land use)		\$13,650	\$7,800	\$6,500	\$3,900	\$2,600
Building		\$19,500	\$6,500	\$5,200	\$2,600	\$1,950
Public Works (Permits)		\$13,650	\$4,550	\$3,640	\$1,820	\$1,365
Code		\$9,750	\$3,900	\$2,600	\$1,300	\$1,300
Licensing		\$9,750	\$3,900	\$2,600	\$1,300	\$1,300
Property Database		\$5,850	\$3,900	\$2,600	\$1,300	\$650
Laserfiche		\$3,900	\$3,900	\$3,900	\$3,900	\$3,900
Bluebeam		\$910	\$910	\$910	\$910	\$910
Digeplan		\$650	\$650	\$650	\$650	\$650

EXHIBIT B
MANUFACTURER'S CLOUD SERVICES FOR RESALE

Cloudpermit Scope of Work (SOW)

Scope of Work – Building Permitting

Cloudpermit will implement and configure the Building Permitting solution to support the Customer's end-to-end permit lifecycle, including online application intake, review, inspection, approval, and permit issuance. The solution will enable staff to accept and process complete applications using required fields, configure and manage permit workflows (including forms, drawings, reviews, and inspections), and conduct on-site mobile inspections with access to application and property details in the field.

Cloudpermit will also configure reporting capabilities for permits, payments, inspections, and related activity, enable online and over-the-counter payment collection where applicable, and support centralized, time-stamped communication between applicants and staff. Implementation will include system configuration, workflow setup, training, testing support, and go-live assistance to ensure the Customer can be operational quickly.

Scope of Work – Public Works

Cloudpermit will implement and configure the Public Works solution to support the Customer's end-to-end public works permitting and inspection processes, including online application intake, review, approvals, and permit issuance. The solution will enable staff to streamline engineering reviews through online workflows with real-time access to supporting documentation and field-updated information, perform on-site inspections with mobile note and photo capture, and provide automated notifications to applicants as application statuses change. Cloudpermit will also configure GIS-integrated tools to ensure staff can access up-to-date property and community information, improve efficiency by reducing administrative tasks, and provide simplified reporting with built-in templates and real-time data access. Implementation will include system setup, configuration, training, testing support, and go-live assistance to ensure the Customer can get started quickly and operate effectively from any device.

Scope of Work – Code Enforcement

Cloudpermit will implement and configure the Code Enforcement solution to enable the Customer to manage the full lifecycle of code enforcement activity in a single, cloud-based system. The solution will support intake of citizen complaints, creation and tracking of cases and violations (including in-field case creation), mobile inspections with photo capture and field notes, and a chronological case history for improved visibility and accountability. Cloudpermit will also configure GIS-integrated mapping for locating cases and planning inspection routes, enable online and over-the-counter payment collection when applicable, and provide centralized communication tools to support time-stamped messaging and collaboration across staff. Implementation will include system setup, configuration workshops, end-user training, testing support, and go-live assistance based on Cloudpermit's standard implementation model.

Scope of Work – Planning & Zoning

Cloudpermit will implement and configure the Planning & Zoning solution to support the Customer's end-to-end planning application lifecycle, including online intake, internal review, approvals, and decision tracking. The solution will enable staff to accept, review, and approve planning applications digitally, manage meeting dates and agendas (including pre-consultation requests and agenda templates), and organize public notice notifications with tools to track public opinion and notice requirements. Cloudpermit will also configure circulation workflows to send and receive real-time internal and external circulation requests, enable GIS-integrated mapping for accessing accurate property and layer data (such as floodplain or historical zone overlays), and support configurable workflows for application requirements including forms, drawings, and reviews. Additional capabilities include online and over-the-counter payment collection, centralized time-stamped communication, reporting for planning activity, and implementation services such as system configuration, training, testing support, and go-live assistance to ensure the Customer is up and running quickly.

Scope of Work – Licensing

Cloudpermit will implement and configure the Licensing solution to support the Customer's end-to-end licensing program, including online application intake, review, approvals, renewals, compliance tracking, and fee management. The solution will enable staff to manage and track licensing programs (including short-term rentals), monitor registrant compliance, and complete mobile inspections in the field when applicable. Cloudpermit will also configure a dashboard-style view to provide quick access to recent applications, due dates, applicant/owner details, and license status, along with automated fee calculations and notifications. Additional capabilities include secure document management for organizing and filtering license-related records, renewal management with automated reminders and email notifications, GIS-integrated mapping for up-to-date property information and site visit routing, and reporting tools to generate custom reports for renewals, outstanding fees, and data exports to Excel or CSV. Implementation will include system configuration, data import support for historical license records, workflow setup, training, testing support, and go-live assistance.

Scope of Work – Property Database

Cloudpermit will implement and configure the Property Database solution to provide the Customer with a centralized, up-to-date source of truth for property and parcel information used across community development operations. The solution will enable staff to import and consolidate property details from multiple sources into one platform, maintain a detailed property history over time, and access essential property information in the office or field to support accurate and consistent decision-making. Cloudpermit will also support verification of permissions and compliance by allowing staff to quickly reference property constraints during permitting and enforcement activities, and will improve collaboration across departments by ensuring employees rely on the same real-time data. Implementation will include system configuration, data integration and import support, testing, training, and go-live assistance to ensure staff can efficiently manage and access property information from day one.

Scope of Work – Bluebeam Integration

Cloudpermit will implement and configure an integration with Bluebeam to support the Customer's digital plan review process by enabling staff to review, markup, and manage drawing sets efficiently within established workflows. The integration will allow permit and project teams to associate plan sets with applications, maintain organized document records, and streamline collaboration during review cycles while improving visibility into updated drawings and review comments. Cloudpermit will work



with the Customer to confirm integration requirements, configure system settings, support testing and validation, and provide guidance for end users to ensure the integration supports a smooth and consistent review experience.

Scope of Work – Digeplan Integration

Cloudpermit will implement and configure an integration with Digeplan to support the Customer's digital plan review process by enabling staff to review, markup, and manage drawing sets efficiently within established workflows. The integration will allow permit and project teams to associate plan sets with applications, maintain organized document records, and streamline collaboration during review cycles while improving visibility into updated drawings and review comments. Cloudpermit will work with the Customer to confirm integration requirements, configure system settings, support testing and validation, and provide guidance for end users to ensure the integration supports a smooth and consistent review experience.

Scope of Work – Laserfiche Integration

Cloudpermit will implement and configure an integration with Laserfiche to support the Customer's document management and records retention needs by enabling the secure storage and organization of permit- and case-related files within the Customer's Laserfiche environment. The integration will allow staff to associate application documents, plans, inspection records, and supporting attachments with Cloudpermit workflows while ensuring key records are retained in the Customer's designated repository for long-term access and compliance. Cloudpermit will work with the Customer to confirm integration requirements, configure the connection and document routing rules, support testing and validation, and provide end-user guidance to ensure a smooth and consistent records management process.



Service Level Agreement of Cloudpermit Software as a Service

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1. Objective

The purpose of this Service Level Agreement (SLA) is to specify the requirements of the Cloudpermit Software as a Service (SaaS) as defined with regards to:

- Requirements for SaaS that will be provisioned to the Customer
- Agreed service targets
- Criteria for issue severity and escalation model
- Roles and responsibilities of Cloudpermit and the Customer
- Supporting processes, limitations, exclusions, and deviations

2. Definitions

SaaS: Software as a Service is a cloud-based software distribution model in which the Service Provider hosts web application(s) and makes them available to users anytime (24/7/365) via the Internet

Cloudpermit: Service Provider's online permit/application service (SaaS)

Service Provider: Cloudpermit (formerly Cloudpermit Oy) is the company that provides the Software as a Service (SaaS)

Customer: Subscriber of Cloudpermit SaaS

Support Portal: Service Provider's Customer Care Online Support Services Portal

Cloudpermit Customer Support Specialist: A representative of the Service Provider who manages the online Cloudpermit Support Portal

Holidays: The Civic holidays in the country where the Service Provider operates and provides the SaaS

Production Environment: The online Cloudpermit environment in which real applications are processed and managed

Local Business Process Expert: A representative chosen by the Service Provider's Customer who is knowledgeable on how to use the service (how to fill out applications)

End User: Any External User or Customer User using Cloudpermit SaaS

3. User Roles and Customer Definitions

External Users: Members of the general public using the Cloudpermit SaaS as one (or more) of the following role(s) (not limited to): Applicants, Payers, Designers, Property Owners, Architects, Utility Providers, Engineers, Members of a Corporation, Lawyers, Users of the stakeholder departments and agencies in the application circulation etc.

Customer Users: Members of the municipal department that use the Cloudpermit SaaS as one (or more) of the following role(s): Administrators, Customer Service Representatives (CSR), Plans Reviewers, Dispatchers, Inspectors, Reporting Users, Cashiers etc.

Cloudpermit Customer Support: Service Provider's Customer Support Specialist(s)

Cloudpermit Technical Support: Service Provider's technical specialists who develop and maintain Cloudpermit SaaS

4. Global Cloudpermit Technical Support Services and Targets

The various ways of providing support, operating hours, as well as Cloudpermit technical support response times are presented in the table below.

	Customer Users (Municipality Users)	External Users (Applicants, Designers, Architects, etc....)
Self-guided resources such as written instructions at Support Portal	√	√
Self-guided resources such as instructional videos and webinars at Support Portal	√	√
Self-guided resources such as discussion forum(s) at Support Portal	√	
Support by email and via support request forms	√	√

Operating hours	8 a.m. – 4.30 p.m. Mon – Fri Eastern Time (Excluding Holidays)	
Response times for various impact levels¹)		
First response by Service Provider		
Blocker	4 hours	Best effort
Critical	1 working day	Best effort
Major	2 working days	Best effort

Minor	Not defined	
Trivial	Not defined	
Resolution times in the Production Environment		
Blocker	2 working days	Best effort
Critical	3 working days	Best effort
Major	5 working days	Best effort
Minor	Not defined	
Trivial	Not defined	
Products covered	All	

1) Definitions for impact levels (alternative categorization):

Blocker (Urgent)	Cloudpermit Production Environment down or major malfunction affecting business and high number of staff
Critical (High)	Serious degradation of Cloudpermit Production Environment or functionality
Major (Medium)	Cloudpermit Production Environment issue that has only a moderate impact to the business
Minor (Low)	Issue or question with limited business impact

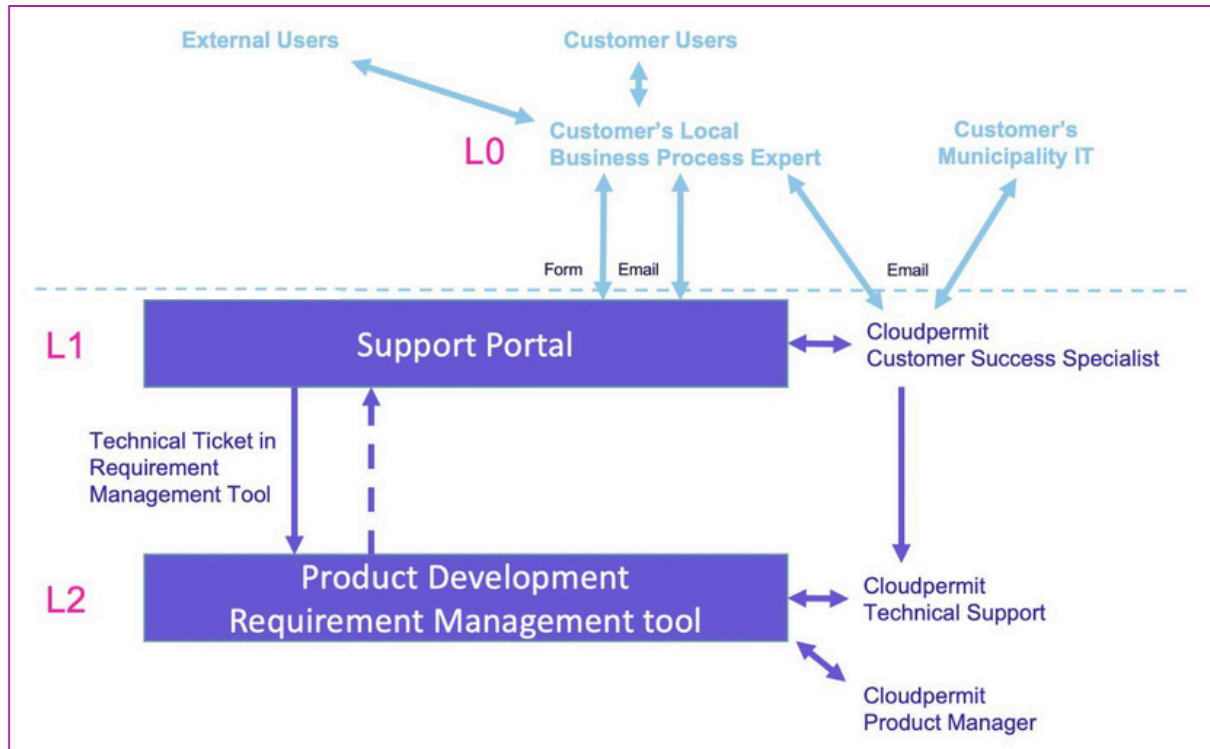
Additional targets for Cloudpermit SaaS are:

Metric	Target
Availability/Uptime of the Production Environment	99.9%
Reliability – how often a major failure occurs	> 1 year (Less than 1 per Year)

Full backup frequency	< 7 days
Incremental data (all changes) backup frequency	Daily
Data retention (years available online)	As specified in the Customer's retention plan or 7 years from submission date
Time to provide data in usable Freedom of Information/Discovery/Litigation format agreeable by Customer and Service provider – if requested by Customer	< 30 days
Provision of new versions, fixes, adjustments, upgrades	At least every 3 months
Notification of Data Breach (Maximum)	< 48 hours
Notification of planned/scheduled outage dates including duration and impact (minimum lead time)	10 days
Notification of intent to discontinue service (minimum lead time per Section 30 of Agreement)	1 year

5. Customer Support Escalation Model

All support tickets submitted to the Service Provider's Support Portal will be created by Customer Users. The graphic below illustrates the technical support escalation model.



Level 0:

Support for External Users and Customer Users will be provided by Customer's Local Business Process Experts regarding how to use Cloudpermit (e.g., how to fill out building permit applications).

Level 1:

Support for Customer Users will be provided by Cloudpermit Customer Support regarding how to use Cloudpermit. The support shall be provided only to the issues submitted via Cloudpermit's Support Portal (as a form) or via support email.

Access to the Cloudpermit Support Portal includes self-guided resources such as written instructions, instructional videos, request forms, online training materials, discussion forums, manuals, and FAQs available at <https://support.cloudpermit.com/support/home>

Level 2:

Cloudpermit Customer Support contacts Cloudpermit Technical Support in cases where further escalation is needed.

6. Responsibilities

6.1 Service Provider's Responsibilities

Service Provider shall provide upgrades, fixes, and adjustments of the Cloudpermit SaaS regularly according to the mentioned targets in Chapter 4 and provides proactive guidance for future changes.

6.2 Customer Responsibilities

The Customer shall provide all necessary information and assistance related to the service performance that allows Cloudpermit to meet the performance standards as outlined in this document.

The Customer informs the Service Provider regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.

If the Customer suspects an error in Cloudpermit SaaS Production Environment, it shall notify the Service Provider through Cloudpermit's Support Portal where the Customer shall provide a detailed description of the problem, replicate the problem (if possible), and other assistance as the Service Provider may reasonably request to allow it to investigate the problem.

The Customer shall provide the Service Provider controlled access to its relevant data through a dedicated secure connection to allow the Service Provider to carry out its support obligations.

The Customer shall incorporate Cloudpermit system processes updates, and changes on the Customer's other systems as they relate to the accurate functionality of Cloudpermit after testing and validation per the Customer's requirements.

The Customer shall inform the Service Provider of changes to business requirements that may necessitate a review or modification of Cloudpermit's SaaS (e.g., Geographic Information System environment changes or other back-office systems/services which are integrated with Cloudpermit).

Notifications of planned/scheduled outages/changes shall be sent to the Service Provider 15 business days in advance. Along with the notification, the Customer is responsible to provide all relevant details of changes with the notification and perform their own integration testing after a new release for testing is provided by the Service Provider.

7. Notifications and Reporting of Performance

Service Provider will inform the Customer regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions, or as otherwise necessary.

Notifications of planned/scheduled outages will be sent to the Customer 5 business days in advance detailing the date, duration, maintenance times, and other potential impacts to Cloudpermit. The Service Provider shall notify unscheduled outages to the Customer within one hour when possible.



FEE SCHEDULE

Current Software produces custom quotes for each vendor based on the service connection count and modules purchased. General methodology for these fees outlined below:

<u>Line Item</u>	<u>Pricing Methodology</u>
Software	Annual license fee scaled to service connection count (minimum \$5,000 / year)
Implementation Fee	One-time expense to cover data migration and implementation (minimum \$2,500)
Custom Development Fee	One-time expense(s) to cover custom development work requested by client

Such fees may be negotiated with clients per order. Standard examples of modifications to these fees include:

- **First Year Discount.** Introductory pricing for the first year when the system may not be fully operational
- **Muti-Year Discount.** Lower price for agreeing to multiple years up front

Customers utilizing payment processing functionality should be aware of per-transaction payment processing fees determined by Current's payment processing partner Finix (additional details can be provided upon request).

MANUFACTURER'S CLOUD SERVICES FOR RESALE

<u>Module</u>	<u>Description</u>
Current Billing	Utility billing and customer management platform
Current Portal	Ratepayer-facing portal for online payments and usage analytics
Current Cashiering	Extension of Current Billing that permits clients to take non-utility payments
Asset Management Lite	Mobile application for field technicians to conduct ad-hoc and scheduled maintenance for physical assets. Requires Esri GIS services



MANUFACTURER'S TERMS OF SERVICE

Please read these Terms of Service (these “**Terms**”) carefully. These Terms govern Current’s provision of software and services, and Customer’s (as defined below) use thereof, as set forth in an Order Form (as defined below) executed between Current Software Applications, Inc. (“**Current**” or “**we**”) and Customer. TOGETHER, THESE TERMS AND ANY ORDER FORM(S) CONSTITUTE THE “**AGREEMENT.**” THE AGREEMENT IS EFFECTIVE AS OF THE ORDER FORM EFFECTIVE DATE (AS DEFINED AND SET FORTH IN THE INITIAL ORDER FORM). CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE ORDER FORM.

BY EXECUTING AN ORDER FORM THAT INCORPORATES THESE TERMS BY REFERENCE AND/OR OTHERWISE USING THE SERVICES, THE INDIVIDUAL OR ENTITY OBTAINING THE RIGHT TO ACCESS SUCH SERVICES (“**CUSTOMER**” or “**YOU**”) IS AGREEING TO BE BOUND BY AND IS A PARTY TO THIS AGREEMENT. IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR CUSTOMER IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

CERTAIN ASPECTS OF THE SERVICES ARE PROVIDED WITH OR OTHERWISE COMPATIBLE WITH CERTAIN SERVICES OWNED OR CONTROLLED BY THIRD PARTIES. YOUR USE OF THOSE THIRD-PARTY SERVICES WILL BE GOVERNED BY THOSE LICENSES, AND NOT THIS AGREEMENT.

WE MAY AT OUR SOLE DISCRETION CHANGE, ADD, OR DELETE PORTIONS OF THIS AGREEMENT AT ANY TIME ON A GOING-FORWARD BASIS. IT IS YOUR RESPONSIBILITY TO CHECK THIS AGREEMENT FOR CHANGES PRIOR TO USE OF THE SERVICES, AND IN ANY EVENT YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE POSTING OF CHANGES TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF ANY CHANGES. WE WILL NOTIFY YOU OF ANY SUCH MATERIAL CHANGES BY POSTING NOTICE OF THE CHANGES ON THE SERVICES, AND/OR, IN OUR SOLE DISCRETION, BY EMAIL.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE A DIRECT COMPETITOR OF CURRENT, EXCEPT WITH CURRENT’S PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. DEFINITIONS

Capitalized terms will have the meanings set forth in this section, or in the section where they are first used.

“**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Current Solution.

“**Applicable Data Protection Laws**” means any applicable US state laws, regulations, orders, or judgments issued by a governmental authority that govern the privacy, security, confidentiality, protection, Processing or transfer of Personal Data.



“Authorized User” means each of Customer’s employees, agents, and independent contractors who are authorized to access the Current Solution pursuant to Customer’s rights under this Agreement.

“Current Solution” means the software-as-a-service application identified in any Order Form that allows Authorized Users to access certain features and functions through a web interface or mobile application.

“Customer Content” means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Services.

“Documentation” means the technical materials provided by Current to Customer, if any, in hard copy or electronic form describing the use and operation of the Current Solution.

“Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

“Licensed Material” means results, reports, materials and documentation made available to Customer as part of the Services.

“Order Form” means an order form that is signed by both parties and references this Agreement.

“Personal Data” means any Customer Content, whether in electronic or paper-based form that constitutes “personal data,” “personal information,” or “personally identifiable information” or similar information governed by Applicable Data Protection Laws. For clarity, Personal Data does not include information pertaining to Customer’s business contacts and/or representatives who are Customer personnel where Current has determined what information to collect and for what purposes.

“Processing” (including “Process”, “Processes”, “Processed”, and other variants of the term) means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as collection, collation, recording, organization, storage, adaptation or alteration, retrieval, consultation, analysis, interpretation, compilation, aggregation, use, disclosure by transmission, dissemination, viewing, copying, deleting, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

“Professional Services” means professional services provided by Current to Customer as described in any Order Form (as may be further elaborated in any SOW), including services relating to the Current Solution and support, implementation, training, and on-boarding thereof.

“Services” means any services provided by Current to Customer under this Agreement as set forth in an Order Form, including, but not limited to, provision of the Current Solution and Professional Services.

2. PROVISION OF SERVICES.

2.1 Access. Subject to Customer’s payment of the fees set forth in the Order Form (“Fees”), Current will provide Customer with access to the Current Solution via a web browser. On or as soon as reasonably practicable after the Commencement Date, Current will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer



and its Authorized Users to access the Current Solution in accordance with the Access Protocols; provided that nothing herein will be construed to require Current to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Current Solution from the Internet.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Current will exercise commercially reasonable efforts to (a) provide support for the use of the Current Solution to Customer, and (b) keep the Current Solution operational and available to Customer, in each case in accordance with its then-current standard policies and procedures.

3. INTELLECTUAL PROPERTY.

3.1 License Grant. Subject to the terms and conditions of this Agreement, Current grants to Customer a non-exclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)) license during the Term (as defined below), solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Current Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Current Solution. Customer may permit any Authorized Users to access and use the features and functions of the Current Solution as contemplated by this Agreement; provided Customer will be solely responsible for all acts or omissions of its Authorized Users with respect to the use of the Current Solution.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Current Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Current Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Current Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Current Solution, except as permitted by law; (e) interfere in any manner with the operation of the Current Solution or the hardware and network used to operate the Current Solution; (f) modify, copy or make derivative works based on any part of the Current Solution or Documentation; (g) access or use the Current Solution to build a similar or competitive product or service; (h) attempt to access the Current Solution through any unapproved interface; or (i) otherwise use the Current Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3 (License Grant) or in a manner inconsistent with applicable law (including, without limitation, Applicable Data Protection Laws), the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Current or its licensors on the Licensed Material or any copies thereof.

3.3 Ownership. The Current Solution, Licensed Materials and Documentation, and all enhancements and improvements thereto, and worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Current and its suppliers. All rights in and to the Current Solution and Documentation not expressly granted to Customer in this Agreement are reserved by Current and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Current Solution, Documentation, or any part thereof.



3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Current grants Customer a perpetual, royalty-free, fully-paid, nonexclusive, non-transferable (except as permitted under Section 13.5 (No Assignment)), non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the Current Solution and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.3 (Ownership) or 11 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Current makes such Open Source Software, and Current's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to Current a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Current will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by Current under this Agreement, Customer will pay to Current the Fees. Except as otherwise provided in the Order Form, all Fees are billed monthly and due and payable within thirty (30) days of the date of the invoice. Current reserves the right to modify the Fees payable hereunder upon written notice to Customer at least forty-five (45) days prior to the end of the then-current term. Current will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Customer, provided Current has furnished such documentation for authorized expenses as Customer may reasonably request. Current reserves the right (in addition to any other rights or remedies Current may have) to discontinue the Current Solution and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times. Except as provided in an Order Form, fees are not refundable.

4.2 Payment Processing. From time to time Current may use certain third parties to provide payment services (e.g., card acceptance, merchant settlement and related services) ("**Payment Processors**"). By selecting certain billing and/or payments features, Customer agrees to comply with the terms and conditions and policies of the Payment Processors used by Current, and hereby consents and authorizes Current to share any information and payment instructions provided herein with Payment Processors to the minimum extent required to complete Customer's transactions hereunder.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Current's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the



provision of the Services, or the license of the Current Solution to Customer. Customer will make all payments of Fees to Current free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Current will be Customer's sole responsibility, and Customer will provide Current with official receipts issued by the appropriate taxing authority, or such other evidence as the Current may reasonably request, to establish that such taxes have been paid.

Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Current to collect, access, use, and otherwise Process the Customer Content to provide the Services. Without limiting the foregoing, Customer will be solely responsible for providing all notices to, and obtaining from, third parties, including, without limitations its customers, all necessary rights and consents for Current to use the Customer Content for the purposes set forth in this Agreement (including, without limitation, all notices and consents required under Applicable Data Protection Laws). Customer grants Current a non-exclusive, worldwide, royalty-free and fully paid license during the Term

(a) to use the Customer Content as necessary for purposes of providing and improving the Services, (b) with Customer's consent, to use the Customer trademarks, service marks, and logos as required to provide the Services, or in promotional materials marketing websites and the like, and (c) derive aggregated, de-identified and/or anonymized data from Customer Content ("**Derived Data**"). Current will be the sole owner of all such Derived Data and will have the right to use such Derived Data for any lawful business purpose. The Customer Content, and all worldwide Intellectual Property Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Current in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Current's system or data; and (e) otherwise violate the rights of a third party. Current is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the Current Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.2 Customer Warranty) constitutes unauthorized and improper use of the Current Solution.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Current Solution. Customer will have the ability to export its own Customer Content out of the Current Solution and is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

5.4 Customer Responsibility for Operating its Own Business. Customer acknowledges that it, and not Current, is responsible for operating Customer's own business, including with respect to obtaining all



licenses, permits and other governmental registrations to enable its use of the Services. The Current Solution is not intended to be used as advice as to whether to engage in any particular transaction.

6. PROFESSIONAL SERVICES Where the parties have agreed to Current's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed statement of work ("**SOW**"). The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. DATA SECURITY; PRIVACY.

7.1 Data Security. During the Term, Current will maintain commercially reasonable safeguards and procedures designed to prevent the unauthorized use or disclosure of Personal Data ("**Data Safeguards**"). During the Term, Current will maintain commercially reasonable physical, administrative and technical security measures designed to maintain the availability, integrity and confidentiality of Personal Data.

7.2 Privacy. Without limiting Customer's obligations under Sections 2 (Provision of Services), and 2.1 (Intellectual Property), each party shall comply with all Applicable Data Protection Laws in the performance of their respective obligations under this Agreement with respect to the Processing of Personal Data. The sale, retention, use or disclosure of Personal Data shall be governed by this Agreement and, as applicable, Current's Privacy Policy, as in effect from time to time.

7.3 Additional Agreements. To the extent that Current or Customer reasonably determine that Applicable Data Protection Laws require the parties to execute any additional agreements governing Personal Data, the parties agree to negotiate in good faith with respect to such additional agreements.

8. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE Services, LICENSED MATERIAL AND Documentation ARE PROVIDED "AS IS," WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES RESIDES WITH CUSTOMER. Current EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY. Current DOES NOT WARRANT THAT OPERATION OF THE Current SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

9. LIMITATION OF LIABILITY

9.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY



HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY customer TO CURRENT OR CURRENT'S RESELLER DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL CURRENT'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

9.3 Basis of the Bargain.

1. The parties agree that the limitations of liability set forth in this Section 9 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

10. CONFIDENTIALITY

10.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Current.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Current). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in Section 10.2 (Protection of Confidential Information) will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by



employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION

11.1 By Current. Current will defend at its expense any suit brought against Customer, and will pay any settlement Current makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Current Solution infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Current Solution becomes, or in the opinion of Current is likely to become, the subject of a claim of infringement, Current may, at the option of Current: (a) procure for Customer the right to continue using the Current Solution; (b) replace the Current Solution with non-infringing software or services which do not materially impair the functionality of the Current Solution; (c) modify the Current Solution so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Current Solution and Documentation. Notwithstanding the foregoing, Current will have no obligation under this section or otherwise with respect to any infringement claim based upon (i) any use of the Current Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Current Solution in combination with other products, equipment, software or data not supplied by Current; or (iii) any modification of the Current Solution by any person other than Current or its authorized agents (collectively, the **"Exclusions"** and each, an **"Exclusion"**). This section states the sole and exclusive remedy of Customer and the entire liability of Current, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

11.2 By Customer. Customer will defend at its expense any suit brought against Current, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, (b) Customer's breach or alleged breach of Sections 5.2 (Customer Warranty) or 14.6 (Compliance with Law); or (c) claims for bodily injury or damage to physical property, to the extent (i) alleged to be caused by Customer's or any other party's use of the Current Solution; or (ii) caused by the acts or omissions of Customer, its employees, officers or agents. This section states the sole and exclusive remedy of Current and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

11.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

12. TERM AND TERMINATION

12.1 Term. This Agreement will begin on the Order Form Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with this Agreement (the “**Term**”). Unless otherwise stated in the applicable Order Form, the term of an Order Form will begin on the Commencement Date set forth in the Order Form and continue in full force and effect for one (1) year, unless earlier terminated in accordance with this Agreement. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

12.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

12.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each party will comply with the obligations to return all Confidential Information of the other party, as set forth in Section 10 (Confidentiality); and (c) any amounts owed to Current under this Agreement will become immediately due and payable. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open Source Software), 4 (Fees and Expenses; Payments), 8 (Disclaimer), 9 (Limitation of Liability), 10 (Confidentiality), 11 (Indemnification), 12.2 (Termination for Breach), 12.3 (Effect of Termination), and 13 (Miscellaneous) will survive expiration or termination of this Agreement for any reason.

12.4 Data Extraction. For twenty (20) days after the end of the Term, as applicable, Current will make Customer Content available to Customer through the Current Solution on a limited basis solely for purposes of Customer retrieving Customer Content, unless Current is instructed by Customer to delete such data before that period expires. After such period, Current will discontinue all use of Customer Content and destroy all copies of Customer Content in its possession.

13. MISCELLANEOUS

13.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for New Castle County, Delaware for any lawsuit filed there against Customer by Current arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Current, or any products utilizing such data, in violation of the United States export laws or regulations.

13.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or



unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

13.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

13.6 Compliance with Law. Customer will, and will ensure that all Authorized Users, always comply with all foreign and domestic laws, ordinances, regulations, and statutes that are applicable to its and their purchase and use of the Services, Licensed Material and Documentation.

13.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

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

13.9 Notices. All notices required or permitted under this agreement must be delivered in writing, if to Current, by emailing support@currentsoftware.app and if to Customer by emailing the Customer Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

13.10 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and the Current.

Last Updated December 1, 2023