



REQUEST FOR CONTRACT UPDATE #7

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 7/1/26.

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).

IronBrick would like to add the products and services of Nivo1 LLC ("Nivo1") and dormakaba Workforce Solutions LLC ("dormakaba").

Their products and services, as described on the attached pages, are often procured in combination with Workday as S&L organizations modernize their ERP environments. We have seen this with a number of recent clients and solicitations in the market and wish to enhance our solution offering in an effort to secure additional OMNIA awards.

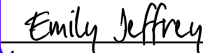
Iron Brick Associates LLC

Vendor Name
Jason A. Ogle, VP of Legal and Contracts

Submitted By

Signature
7/1/26
Date

FOR USE BY Region 14 ESC ONLY:

Emily Jeffrey, Chief Financial Officer

Signed by:
Signature
7/2/2026
Date

New products and services:

Nivo1 specializes in cloud-based accounts payable automation software. The Nivo1 mission is to help buyers and suppliers achieve digital transformation away from manual invoice processing by reducing inefficiencies, promoting a healthy supply chain, and delivering industry-leading ROI. The Nivo1 AP Express solution is robust and stable, supporting not only their customers but their suppliers as well. It combines invoice processing and approval with a supplier portal and payments in one simplified, automated system that integrates with the customer's ERP-Financials. The innovative cloud-based accounts payable automation software from Nivo1 would be a valuable addition to the IronBrick partner team of Workday ERP-Financial solutions.

dormakaba Workforce Solutions LLC (“dormakaba”) provides the B-COMM® for Workday timekeeping solution to safely capture and deliver employee time and labor entries to their ERP systems. Its enterprise-class design facilitates data collection from a variety of devices such as dormakaba Time Clocks, Smart Devices, Telephone IVR, and PC/Web Clocks. All integration is handled securely and seamlessly using standard Workday web services. Validation data is maintained in the Workday HCM, eliminating the need for redundant data entry. Time and Labor data collected in B-COMM® automatically updates the employee's Workday Time Sheet. The innovative data collection solutions from dormakaba are designed to be highly available and provide real time validation, making dormakaba a valuable addition to the IronBrick partner team of Workday ERP solutions.



July 1, 2026

OMNIA Partners
Attn: Deborah Bushnell
5001 Aspen Grove
Franklin, TN 37067

Subject: IronBrick Administration Agreement No. 159124 dated 2-1-25
Request for Product/Services Additions #7
Nivo1 LLC and dormakaba Workforce Solutions LLC

Deborah,

As per Administration Agreement Section 20, IronBrick requests the following change(s):

Product/Service Additions

1. These additional Products/Services align with the scope of the existing Agreement because they are complimentary to the Workday offering and frequently used by our SLED Clients.
2. These Products/Services are being added in accordance with the goals and requirements of Section II - Availability Of Products And Pricing, in the Master Agreement.
3. A detailed description of the specific products and/or services being added
 - Nivo1 specializes in cloud-based accounts payable automation software. The Nivo1 mission is to help buyers and suppliers achieve digital transformation away from manual invoice processing by reducing inefficiencies, promoting a healthy supply chain, and delivering industry-leading ROI. The Nivo1 AP Express solution is robust and stable, supporting not only their customers but their suppliers as well. It combines invoice processing and approval with a supplier portal and payments in one simplified, automated system that integrates with the customer's ERP-Financials. The innovative cloud-based accounts payable automation software from Nivo1 would be a valuable addition to the IronBrick partner team of Workday ERP-Financial solutions.
 - dormakaba Workforce Solutions LLC ("dormakaba") provides the B-COMM® for Workday timekeeping solution to safely capture and deliver employee time and labor entries to their ERP systems. Its enterprise-class design facilitates data collection from a variety of devices such as dormakaba Time Clocks, Smart Devices, Telephone IVR, and PC/Web Clocks. All integration is handled securely and seamlessly using standard Workday web services. Validation data is maintained in the Workday HCM, eliminating the need for redundant data entry. Time and Labor data collected in B-COMM® automatically updates the employee's Workday Time Sheet. The innovative data collection solutions from dormakaba are designed to be highly available and provide real time validation, making dormakaba a valuable addition to the IronBrick partner team of Workday ERP solutions.
4. Pricing for all added products/services shall remain consistent with the Master Agreement's terms and conditions.
5. Additional information relevant to each provider is included in the attached files.

Please let me know if this requested Product/Services Additions is acceptable. I would be happy to discuss this request further if additional clarification or supporting documents are needed.



Sincerely,

Jason A. Ogle
VP of Legal and Contracts
979/429-3137
Jason.ogle@ironbrick.com

Exhibits Enclosed:

Request for Contract Update Form
Vendor Add Spreadsheet
OEM Product and Pricing Forms
OEM Service Terms and Conditions

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
Nivo1 LLC	Provided at the order level (expecting a minimum of 5% off list)	https://nivo1.com/	Nivo1 specializes in cloud-based accounts payable automation software. The Nivo1 mission is to help buyers and suppliers achieve digital transformation away from manual invoice processing by reducing inefficiencies, promoting a healthy supply chain, and delivering industry-leading ROI. The Nivo1 AP Express solution is robust and stable, supporting not only their customers but their suppliers as well. It combines invoice processing and approval with a supplier portal and payments in one simplified, automated system that integrates with the customer's ERP-Financials. The innovative cloud-based accounts payable automation software from Nivo1 would be a valuable addition to the IronBrick partner team of Workday ERP-Financial solutions.
dormakaba Workforce Solutions LLC	Provided at the order level (expecting a minimum of 5% off list)	https://www.dormakaba.com/us-en/offering/products/time-recording-solutions/b-comm-hcm/b-comm-for-workday--ka_197373	dormakaba Workforce Solutions LLC ("dormakaba") provides the B-COMM® for Workday timekeeping solution to safely capture and deliver employee time and labor entries to their ERP systems. Its enterprise-class design facilitates data collection from a variety of devices such as dormakaba Time Clocks, Smart Devices, Telephone IVR, and PC/Web Clocks. All integration is handled securely and seamlessly using standard Workday web services. Validation data is maintained in the Workday HCM, eliminating the need for redundant data entry. Time and Labor data collected in B-COMM® automatically updates the employee's Workday Time Sheet. The innovative data collection solutions from dormakaba are designed to be highly available and provide real time validation, making dormakaba a valuable addition to the IronBrick partner team of Workday ERP solutions.



b-comm® (OnDemand)

SCHEDULE D

Data Security & System Control

Version 2.4

dormakaba Workforce Solutions LLC
3082 N. Commerce Parkway
Miramar, Florida 33025
954.416.1720



Data Security and System Control for b-comm®

The following requirements shall apply to the extent dormakaba uses, stores, collects and transmits personally identifiable information.

- a) dormakaba will use commercially reasonable efforts to protect the security of the Customer Data as required by the terms of this Schedule and applicable laws. dormakaba agrees that it will use and disclose Customer Data only for the purposes of providing the Services and for the purposes for which Customer provides such Customer Data under this Agreement, and will not use or otherwise disclose or make available Customer Data for dormakaba's own purposes without Customer's prior written consent.
- b) Unless expressly agreed otherwise, Customer Data will be stored in the United States and will not be relocated without Customer's consent, which will not be unreasonably withheld. All Customer Data will be kept logically separate from all other dormakaba customer data. To the extent Customer Data at rest is stored by dormakaba or its Hosting Provider, such Customer Data will be stored in encrypted form by utilizing transparent data encryption (TDE) to encrypt the database. dormakaba reserves the right to utilize other encryption technologies without notice to Customer, provided that dormakaba remains in compliance with the terms of this Schedule. Customer Data in transit between dormakaba and Customer or between dormakaba and its Hosting Provider will be sent, received, transferred, distributed, or transmitted only in encrypted form utilizing https encryption technology or SFTP encryption technology, as applicable. Subject to Customer's configuration of the SaaS Services to regularly purge the Customer Data from intermediate data processing repositories, dormakaba will securely delete Customer Data in accordance with SaaS Services configurations. dormakaba's obligations with respect to backup of Customer Data are set forth in Section 2.2 of the Agreement.
- c) dormakaba will implement and maintain reasonable security measures and controls designed to protect Customer Data in accordance with accepted industry standards from unauthorized disclosure and use. dormakaba's security measures and controls include the following:
 - i. Network controls (firewall, router, network switches, servers, and other network infrastructure components), including but not limited to:
 - Administrative interfaces are designed to prevent unauthorized access. Access to the Hosting Provider's infrastructure components is only allowed for authorized administrative users of dormakaba ("authorized user") via single sign-on and only via dormakaba's corporate network or with VPN access to dormakaba's corporate network. Each authorized user's access



to the Hosting Provider's infrastructure components is strictly limited based on such authorized user's specific security role.

- dormakaba configures its network controls and does not utilize default settings for vendor-provided network control tools and components. dormakaba's internal technology team manages its network controls to comply with dormakaba's contractual and legal data security obligations, which are periodically reviewed to ensure these continue to be appropriate.
- dormakaba SaaS Services are not publicly accessible. All client requests from Customer are routed to an application gateway which then routes the request to the Customer's b-comm application virtual machine. All requests are encrypted utilizing https encryption technology.
- dormakaba utilizes various monitoring applications to monitor and log activity on its network equipment and infrastructure components that protect Customer Data. dormakaba configures such monitoring applications to trigger alerts to notify technical resources to any abnormal activity within the network.

ii. Logical access controls to applications, databases, servers, and other infrastructure, including but not limited to:

- Customer's administrative users of the SaaS Services control the process of issuing access credentials to Customer's users.
- User access to dormakaba's systems is approved by an individual authorized to approve the access.
- dormakaba user access reviews are conducted quarterly to ensure the right people have the right access to systems.
- Users accessing dormakaba's systems are removed promptly in the event of termination.
- Privileged, super user, administrator type access to dormakaba's system infrastructure is clearly defined, documented, and reviewed regularly for appropriateness. In order to provision the infrastructure and enable the Customer to use the SaaS Services and to perform b-comm software upgrades, dormakaba's personnel on the devOps team shall have access to the Customer's database. dormakaba shall provide Customer with appropriate, advance notification prior to any b-comm software upgrade release.



- The following user account/ID controls are enforced on all systems:
 - 1 unique user ID per user,
 - No sharing of user IDs,
 - The following minimum password controls are enforced on all systems:
 - 8-character minimum password length,
 - Complexity requirements – alphanumeric and upper- and lower-case letters, and optionally special characters,
 - Forced password change every 90 days or more frequent,
 - All vendor-supplied accounts are disabled, or their default passwords are changed.
- iii. Program development and change management controls
- dormakaba typically executes two software releases per year.
 - All software releases are tested and approved by dormakaba personnel prior to release for Customer to test in its test environment prior to implementation to Customer's production environment.
 - A formal testing methodology is in place for testing of new or changed programs.
 - dormakaba's software code, including source code, object code, or otherwise, is dormakaba's proprietary information for which dormakaba implements and maintains controls it deems necessary to protect its proprietary information.
- iv. IT Operations controls
- Applications, Customer Data, and other required data for operation will be securely backed up and stored in an encrypted form as described above.
 - dormakaba will be responsible for establishing, implementing, testing, and maintaining a business continuity process (including without limitation disaster recovery and crisis management procedures) designed to provide continuous access to, and support for, the SaaS Services. At a minimum, dormakaba shall:
 - Back up Customer Data in accordance with Section 2.2 of the Agreement
 - Maintain duplicate or redundant systems



- Establish and follow backup procedures for transmitting data and systems to dormakaba's backup location. Such backup storage and systems shall be located at a secure physical location separate from dormakaba's primary data processing location.
 - Customer Data is transmitted in real time to Customer's system of record service provider (e.g., Workday). Any Customer Data on the Hosting Provider's databases is stored for approximately thirty (30) days.
 - dormakaba shall maintain a Disaster Recovery (DR) plan that includes personnel assignments, recovery procedures, estimated recovery time for Customer Data, products and SaaS Services, and Customer notification procedures. This DR plan shall be tested on a regular basis. dormakaba shall provide Customer with copies of its latest Disaster Recovery Plan from time to time upon Customer's reasonable written request.
 - Physical access controls are implemented and reviewed on a regular basis (access to buildings, computing resources, files, data)
- d) dormakaba utilizes an Information Security Management System that is audited annually and is ISO 27001 certified. dormakaba shall also monitor and review the controls for the Hosting Provider and require that the Hosting Provider is aligned or in compliance with accepted industry standards, and, where available, provide copies of the Hosting Provider's third-party security measures and controls review or audit reports to Customer at Customer's written request. Customer shall treat such reports as dormakaba's Confidential Information under this Agreement.
- e) During the Term of the Agreement, dormakaba will, upon reasonable written request, provide the following to Customer to the extent such information is available:
 - i. System logs for the SaaS Services, available to Customer through the SaaS Services; provided that Customer has configured and maintained such configuration of the SaaS Services to record and retain such information. Customer shall treat such system logs as dormakaba's Confidential Information under this Agreement.
 - ii. An updated Client Third Party Technical Risk Assessment upon Customer's request on not more than an annual basis during the Term. Customer shall treat such assessment as dormakaba's Confidential Information under this Agreement.
 - iii. Reasonable access via phone or email to dormakaba personnel as described in dormakaba's current support policies and procedures.



dormakaba has no obligation to provide any information described in (i) – (iii) immediately above, to the extent the information contains any of dormakaba’s other customers’ data, records or other information.

- f) Penetration testing and/or vulnerability assessments are conducted by a third party and performed at least annually on the systems used in connection with the Services.
- g) At Customer’s request upon termination or expiration of the Agreement, dormakaba will provide Customer with a final extract of the Customer Data in accordance with Section 7.4.2 of the Agreement. Thereafter, dormakaba, or its Hosting Provider, will permanently delete or otherwise destroy all Customer Data residing on any database within dormakaba’s or its Hosting Provider’s control. Upon Customer’s request, dormakaba will provide written verification certifying such deletion or destruction has been completed.

[Customer Name]

dormakaba Workforce Solutions LLC

By: _____

By: _____

Print Name: _____

Print Name: Nicole Allum

Title: _____

Title: Professional Services Manager

Date: _____

Date: _____

By: _____

Print Name: Mark Allen

Title: Head of dormakaba Workforce Solutions

Date: _____



Master Agreement for b-comm[®] (OnDemand Solution)

dormakaba Workforce Solutions LLC
6161 E. 75th Street
Indianapolis, IN 46250
954.416.1720

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EXPLANATION OF SERVICES

For your information only, the following describes the software services and hardware solution you are purchasing.

The following agreement is specifically developed for the purchase and use of dormakaba's b-comm® software-as-a-service and data collection hardware, as applicable. Solely for purposes of clarity, the dormakaba solution captures employee time while working, and other labor information, for the purpose of payroll processing and reporting. In short, the dormakaba solution captures the time when an employee punches in and out, as well as any activities associated with work time (e.g., forklift driving, department, work order).

DESCRIPTION

Solely for purposes of clarity concerning the dormakaba employee timekeeping software and hardware solution:

- The dormakaba data collection hardware is the "input device" used by employees paid on an hourly basis. The b-comm® software is the communication link between the data collection hardware (which may or may not be purchased from dormakaba) and the time tracking module of the HR/HCM system. The b-comm® application transmits the data collected by the data collection hardware to the HR/HCM system in near real time. The HR/HCM system remains the system of record.
- Most b-comm® users will only interact with the data collection hardware. Only b-comm® administrators and licensed managers, as designated by the customer, will access and use the b-comm® application to perform administrative and internal business operation activities (subject to the terms of the agreement), which means access to the b-comm® application is limited to only those with proper credentials and responsibilities.
- The dormakaba solution does not request nor use the following types of information: personal health information, credit card information, financial, personal account numbers, or social security numbers.

Nothing on this page entitled "Explanation of Services" forms any part of the agreement between dormakaba and the customer.

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dormakaba Initials _____

September 2023

MASTER AGREEMENT

This MASTER AGREEMENT (“**Agreement**”), effective as of the date last signed by a party hereto (the “**Effective Date**”), is made between dormakaba Workforce Solutions, LLC (“**dormakaba**”), a Delaware limited liability company whose registered office is at 6161 E. 75th Street, Indianapolis, IN 46250, and [Insert Company Name], a company incorporated in [Insert State] whose registered office is at [Insert Company Address] (“**Customer**”). Capitalized terms used in this Agreement shall have the meanings ascribed to them on Attachment 1.

1. SAAS SERVICES.

1.1 SaaS Services. Subject to and conditioned on Customer’s compliance with all terms and conditions of this Agreement, during the SaaS Services Term dormakaba: (i) will provide the services described in Schedule B attached hereto (“**SaaS Services**”) to Customer; and (ii) hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to: (a) access and use the SaaS Services, in accordance with the applicable Documentation solely for Customer’s internal business purposes, not to exceed the then-current usage capacity purchased by Customer (as initially set forth in Schedule A and any additional usage capacity subsequently paid for by Customer in accordance with this Agreement) (“**Usage Capacity**”); and (b) use and copy the Documentation relating to the SaaS Services, solely for its internal business purposes as reasonably necessary to use the SaaS Services.

1.2 Users. Customer agrees to use the SaaS Services exclusively by Customer or its authorized employees and third parties (each a “**User**”) through terminals, processors, or communication networks owned, controlled, or operated by Customer, at all times for its internal business purposes only and in accordance with the terms and conditions of this Agreement. Customer shall inform dormakaba in writing in advance of the name and contact details of its authorized third party(ies). Customer shall be responsible and liable for any User’s non-compliance with such terms and conditions.

1.3 Limitations and Restrictions. Customer shall not: (i) copy, modify, or create derivative works or improvements of the SaaS Services, Documentation, or dormakaba Materials, except as expressly permitted in Section 1.1; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer its rights to access and use the SaaS Services or dormakaba Materials to any person or entity, including in connection with any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service; (iii) otherwise make available to or permit use of any SaaS Services or dormakaba Materials by any person or entity, except as permitted in Section 1.2; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the dormakaba software that powers the SaaS Services, in whole or in part; (v) bypass or breach any security device or protection used by the SaaS Services or dormakaba Materials or access or use the SaaS Services or dormakaba Materials other than through the use of then valid Access Credentials; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS Services, dormakaba Systems, or dormakaba’s provision of services to any third party, in whole or in part; (vii) remove, delete, alter, or obscure any IP Rights notices from any SaaS Services or dormakaba Materials; (viii) access or use the SaaS Services or dormakaba Materials for purposes of competitive analysis of the SaaS Services or dormakaba Materials, the development, provision, or use of a competing service or product; (ix) use the SaaS Services for unlawful, obscene, offensive, or fraudulent purposes, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses, or Harmful Code, or violating third-party rights; or (x) otherwise access or use the SaaS Services or dormakaba Materials beyond the scope of the rights granted under Sections 1.1 and 1.2 of this Agreement. Customer is responsible for providing all hardware, software, connectivity, and personnel necessary to access and use the SaaS Services. If Customer becomes aware of any actual or threatened activity prohibited by this Section 1.3, Customer shall, and shall cause its Users to, immediately (a) notify dormakaba of any such actual or threatened activity, and (b) take all reasonable and lawful measures within its respective control that are necessary to stop the activity or threatened activity and to mitigate its effects.

1.4 SaaS Services Term. The initial term of the SaaS Services is as set forth in Schedule A (the “**Initial SaaS Services Term**”). Upon expiration of the Initial SaaS Services Term, the term of the SaaS Services will automatically renew for additional successive one (1) year periods, unless a different renewal period is mutually agreed upon in writing, (each, a “**Renewal SaaS Services Term**” and together with the Initial SaaS Services Term, the “**SaaS Services Term**”) unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current SaaS Services Term or unless the SaaS Services are sooner terminated in accordance with this Agreement.

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September 2023

1.5 Updates and Upgrades. dormakaba will make Updates available to Customer via the SaaS Services. SaaS Services Fees do not include Upgrades, which may be purchased by Customer as mutually agreed to in writing by the parties.

1.6 SaaS Services and System Control; Changes. As between the parties, dormakaba has and will retain sole control (including the right to delegate same to its subcontractors as necessary), at all times, over the operation, provision, maintenance, and management of the SaaS Services and dormakaba Materials. dormakaba reserves the right, in its sole discretion, to make any changes to the SaaS Services, dormakaba Materials, and dormakaba Systems during the SaaS Services Term that it deems necessary or desirable; provided, such changes do not materially degrade the features or functionality of the foregoing.

1.7 Software License Compliance. At any time during the SaaS Services Term, dormakaba may use a license verification tool to verify that the number of Users using the SaaS Services complies with the number of Users licensed to use the SaaS Services, as set forth in Schedule A. Customer agrees to provide information requested by dormakaba related to the number of Users using the SaaS Services for the purpose described herein. Customer agrees to cooperate during such license compliance verification and shall promptly pay any applicable additional SaaS Services Fees for any Users exceeding the applicable Usage Capacity, as such additional fees are determined by dormakaba, in accordance with Schedule A.

1.8 Suspension of the SaaS Services. Without limiting any of dormakaba's other rights or remedies whether at law, in equity, or under this Agreement, dormakaba may suspend, terminate, or otherwise deny Customer's and/or any User's access to or use of all or any part of the SaaS Services or dormakaba Materials (including supply of Hardware) with prior notice to the extent reasonably practicable, without incurring any resulting obligation or liability: (i) to comply with a judicial or other governmental demand or order, subpoena, or law enforcement request; (ii) if Customer fails to pay any amounts when due and fails to cure such payment default within five (5) days following receipt of written notice of such payment default; (iii) if dormakaba believes, in its good faith and reasonable discretion, that Customer or any User has accessed or used the SaaS Services beyond the scope of the rights granted for a purpose not authorized under this Agreement or in breach of any provisions of this Agreement; or (iv) in the event of any security risk or other disruption to dormakaba Systems. Any such suspension shall not excuse Customer from the obligation to make the payment(s) for the SaaS Services contemplated under this Agreement. If dormakaba suspends the SaaS Services, dormakaba will promptly restore Customer's (or the applicable User's) access to the SaaS Services after the event giving rise to the suspension has been resolved to dormakaba's satisfaction.

1.9 Help Desk. dormakaba will provide technical support for the SaaS Services to Customer in accordance with dormakaba's then-current customer support policies and procedures, a copy of which will be provided to Customer upon request.

1.10 Service Level. dormakaba will provide the SaaS Services in accordance with the then-current dormakaba Service Level Agreement ("SLA"), subject to those exclusions set forth in the SLA, a copy of which will be provided to Customer upon request. Customer agrees that dormakaba has no control over the stability and throughput speed of the Internet or the availability of SaaS Services on a continuous or uninterrupted basis. Customer shall be solely responsible for providing, maintaining, and ensuring compatibility with the SaaS Services, including securing Internet access connections and the operation, stability, availability, and all other aspects of Customer Systems and all components thereof.

2. DATA SECURITY.

2.1 Data Security. dormakaba uses reasonable and appropriate measures related to physical and network infrastructure security to protect the Customer Data in connection with Customer's use of the SaaS Services. dormakaba follows the Hosting Provider's cloud services data security and privacy principles. dormakaba will provide Customer notice of any unauthorized third-party access to the Customer Data of which dormakaba becomes aware and will use reasonable efforts to remediate identified security vulnerabilities.

2.2 Data Backup. dormakaba performs periodic back-ups of Customer Data for the purpose of disaster recovery. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the dormakaba Systems or SaaS Services, dormakaba will, as its sole obligation and liability and as Customer's sole remedy, restore the Customer Data from dormakaba's then most current backup of such Customer Data. EXCEPT AS SET FORTH IN THIS SECTION 2.2,

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September 2023

DORMAKABA HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

3. CUSTOMER OBLIGATIONS.

3.1 **Customer Control and Responsibility.** Customer has and will retain sole control over the operation, maintenance, and management of, and all access to, use of, and responsibility for the Customer Systems on or through which the SaaS Services are accessed or used. In addition, Customer will retain sole control and responsibility for: (i) all Customer Data; (ii) all information, instructions, and materials provided by or on behalf of Customer in connection with the SaaS Services; (iii) the security and use of Customer's Access Credentials; and (iv) all access to and use of the SaaS Services and dormakaba Materials directly or indirectly by or through the Customer Systems or Customer's Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. dormakaba is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.2 **Access and Security.** Customer is responsible for employing physical, administrative, and technical controls, screening, and security procedures, and other safeguards necessary to protect against any unauthorized access to or use of the SaaS Services. Customer acknowledges and agrees that, with respect to any Customer Data that is Processed by dormakaba pursuant to this Agreement: (i) dormakaba does so in the capacity of a data processor and in accordance with Customer's instructions; (ii) Customer will at all times remain the data controller with respect to any Customer Data; and (iii) Customer shall comply with all obligations under data protection laws applicable to its use of the SaaS Services, including providing all notices and obtaining all consents and permissions necessary to transmit any Customer Data to dormakaba and to authorize dormakaba to Process Customer Data in connection with the SaaS Services. Customer represents and warrants that no Customer Data exported to or from a selected location, or otherwise accessible by dormakaba to support use of the SaaS Services, is controlled as a defense article under the U.S. International Traffic in Arms Regulation (ITAR) or under any other country's laws or regulations or requires an export license or is otherwise restricted from export to any global resources or personnel under applicable export control laws. Customer will, at its expense, defend, indemnify, and hold dormakaba harmless from and against all claims, lawsuits, investigations, or demands (and any and all costs, liabilities, damages, and expenses arising therefrom) to the extent such claims, lawsuits, investigations, or demands arise out of or in connection with Customer's breach of the obligations in this Section 3.2.

4. PAYMENT TERMS; TAXES.

4.1 **Payment.** Customer agrees to pay all fees listed in Schedule A (as may be updated from time to time), subject to the terms and conditions set out in this Agreement. If Customer renews the SaaS Services for any Renewal SaaS Services Term, Customer shall pay the then-current fees for the applicable SaaS Services.

4.1.1 **Hardware.** Hardware prices do not include installation and setup, handling, or delivery fees. Unless otherwise specified in Schedule A, Hardware is shipped DAP origin, freight pre-pay and add to final invoice. To account for pre-shipment configuration of Hardware in accordance with Customer's requirements, cancellation of all or part of a Hardware order is subject to a twenty-five percent (25%) restocking fee. If the badge technology used by Customer in connection with the Hardware is non-standard badge technology as validated by dormakaba, an additional set-up charge will be assessed. dormakaba will invoice Customer for Hardware upon shipment of the Hardware from the applicable manufacturing facility.

4.1.2 **Professional Services.** dormakaba shall render Professional Services in accordance with a Statement of Work. Fees for Professional Services shall be billed as specified in Schedule A, the terms of which remain in effect for a period of one (1) year from the Effective Date and are subject to change annually thereafter pursuant to dormakaba's published price list. Professional Services provided in connection with the implementation of the SaaS Services ("**Implementation Services**") are not included in the SaaS Services Fees. If Professional Services are to be performed on site, travel time to the Customer's location shall be billed separately and at reduced rates as specified in Schedule A. All travel expenses including transportation, meals, and lodging incurred during the site survey (i.e., the survey of the physical location of the Hardware, as indicated in Schedule A), planning, and implementation phases of the project are billed to the Customer at dormakaba's actual cost.

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4.2 **Taxes.** In addition to the amounts set out in Schedule A, Customer agrees to pay or reimburse dormakaba, as applicable, for any and all applicable sales, use, transfer, withholding, import, VAT, GST, excise, customs, or any other taxes or duties imposed by any Federal, State, Provincial, or local tax authority in connection with the Hardware supplied and Services provided to Customer hereunder, excluding dormakaba's income or property taxes.

4.3 **Payment Terms.** All invoiced amounts are due and payable thirty (30) days from the invoice date. dormakaba shall be entitled to charge interest on any amounts overdue. Until dormakaba receives payment, interest shall accrue daily from the due date until it is paid. Interest on the overdue amounts shall be calculated at the rate of two percent (2%) per month above the bank prime loan rate established by the U.S. Federal Reserve Board and proportionately for any lesser period. Customer has thirty (30) calendar days after receipt of an invoice to dispute a charge. Any charge not disputed within such period is accepted by Customer. dormakaba and Customer agree to work together to resolve such dispute. Should the parties fail to work out a resolution within thirty (30) days following the notice of dispute, then such dispute may be submitted to the exclusive jurisdiction stated in Section 12.12.

5. OWNERSHIP.

5.1 **dormakaba's Exclusive Ownership.** dormakaba is the exclusive owner of and shall retain all right, title, and interest in and to the SaaS Services, dormakaba Materials, Documentation, and all developments, inventions, technology, materials, and other work product (including any derivative works) made or conceived or actually or constructively reduced to practice by or on behalf of dormakaba in the course of performing the Services (collectively, the **"Work Product"**), including all IP Rights therein and thereto. Nothing in this Agreement is intended to transfer ownership, title, or any IP Rights in or to the SaaS Services, dormakaba Materials, Documentation, or Work Product, except for the limited rights expressly granted herein. dormakaba expressly reserves all rights not expressly granted to Customer in this Agreement.

5.2 **Customer Data.** As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the license granted herein. Customer hereby grants to dormakaba a non-exclusive, worldwide, transferable, sub-licensable (to its subcontractors), royalty-free, fully paid-up license during the SaaS Services Term to use, copy, Process, and transmit the Customer Data in order to provide the SaaS Services.

5.3 **Service Analyses.** dormakaba may: (i) compile statistical and other technical information related to the performance, operation, and use of the SaaS Services; and (ii) use data from the dormakaba Systems in anonymized and aggregated form for security and operations management to create statistical analyses and for research and development purposes ((i) and (ii) collectively, **"Service Analyses"**). dormakaba may make the Service Analyses publicly available and use the Service Analyses for its business purposes, however, Service Analyses will not incorporate Customer Data or Customer's Confidential Information in a form that could serve to identify Customer or any individual. dormakaba shall retain all right, title, and interest in and to Service Analyses, including all IP Rights therein and thereto.

6. CONFIDENTIALITY.

6.1 **Obligations.** All Confidential Information shall be treated as strictly confidential by the receiving party and its employees, contractors, and agents and shall not be disclosed or duplicated, in whole or in part, by the receiving party without the disclosing party's prior written consent, except as otherwise expressly permitted under this Agreement. Subject to all other confidentiality obligations hereunder, each party may disclose Confidential Information, without the prior written consent of the other, to that party's employees, contractors, and agents who have a need to know the same to carry out the rights granted hereunder or to perform its obligations under this Agreement. Each party shall use its reasonable efforts to protect all such Confidential Information from unauthorized disclosure or use, material harm, damage, theft, tampering, sabotage, or interference, during the Term and during such time as Confidential Information remains in the possession of the other party, and following termination of this Agreement for as long as the parties obligations under Section 6 of this Agreement remain in effect. Each party shall promptly report to the other any actual or suspected violation of the terms of this Section 6, and shall take all reasonable steps to prevent, control, or remedy such violation. Customer acknowledges that the terms of this Agreement, the dormakaba Materials, and the Documentation constitute the Confidential Information of dormakaba. Notwithstanding anything to the contrary herein, the receiving party may disclose Confidential Information of the disclosing party in accordance with a judicial or other governmental order, provided the receiving party shall give the disclosing party reasonable notice prior to such disclosure (if permitted by applicable law) and shall comply with any applicable protective order or the equivalent. The terms of this Section 6 shall survive termination of this Agreement for a period of five (5) years following the termination date of the Agreement.

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6.2 Equitable Relief. In recognition of the unique and proprietary nature of the Confidential Information disclosed by the parties, it is agreed that each party's remedies at law for a breach by the other of its obligations under this Section 6 shall be inadequate and the disclosing party shall, in the event of such breach, be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to any other remedies provided hereunder or available at law.

7. TERM AND TERMINATION.

7.1 Term. This Agreement commences on the Effective Date and will remain in force unless it is terminated in accordance with its express provisions (the "**Term**").

7.2 Termination of this Agreement in its Entirety. This Agreement may be terminated in its entirety as follows:

7.2.1 *For Convenience*. By either party on any anniversary of the Effective Date by giving written notice to the other party at least ninety (90) days before such anniversary of the Effective Date; provided, however, that in the case of termination by Customer, Customer shall provide payment to dormakaba in an amount equal to fifty percent (50%) of all fees due for the balance of the months remaining in the SaaS Service Term; or

For Cause. By either party, if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being cured) remains uncured thirty (30) days following written notice of the same from the non-breaching party; or

7.2.2 *Insolvency; Bankruptcy*. By either party, if the other ceases its business activities or becomes insolvent, admits in writing to an inability to pay its debts as they mature, makes an assignment for the benefit of creditors, is adjudged bankrupt by a competent authority, voluntarily files a petition under any bankruptcy or similar law providing for its reorganization, dissolution or liquidation, or becomes subject to direct control of a trustee, receiver, or similar authority or, in respect of the Customer, anything analogous to such matters in the jurisdiction of the Customer.

7.3 Termination of Additional Services.

7.3.1 *By dormakaba*. dormakaba may terminate the applicable SOW, effective upon written notice to Customer, if Customer fails to pay any charges relating to Services thereunder within thirty (30) days of the due date.

7.3.2 *Mutual Right Of Termination*. Either party may terminate the applicable SOW, effective upon written notice to the other party, if the other party commits any material breach of its obligations under such SOW and/or its obligations under this Agreement relating to the Professional Services (except as set forth in Section 7.3.1 above) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

7.4 Effects Of Termination.

7.4.1 *General*. Any termination under Sections 7.2 or 7.3 will become effective on the date set forth in the written notice of termination or, if none, immediately upon the addressee's receipt of such termination notice, and any payment obligations related to the terminated portion(s) of this Agreement shall immediately become due and owing. Upon any expiration of the SaaS Services Term or any earlier termination of this Agreement, all rights granted to Customer under Section 1 will immediately terminate, Customer shall immediately cease using the SaaS Services and dormakaba Materials, and dormakaba may disable all Customer's and its Users' access to the SaaS Services and dormakaba Materials. Upon termination of a SOW, dormakaba will promptly cease performance of Services thereunder. The termination of this Agreement, in whole or in part, will not: (i) prejudice or affect any right of action or remedy that has accrued or will accrue to dormakaba due to Customer's acts or omissions prior to the effective date of such termination; or (ii) relieve Customer of its obligation to pay all charges that have accrued or have become payable to dormakaba under this Agreement. Within fourteen (14) days of the occurrence of any termination of this Agreement in its entirety for any reason whatsoever, Customer shall return the dormakaba Materials, the Documentation, any other Confidential Information of dormakaba in its possession, and all copies of any of the foregoing. Customer shall furnish dormakaba with a certificate signed by an executive officer of Customer verifying that this has been done.

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7.4.2 Effects of Termination on Customer Data. Subject to Customer's payment in full of all past due undisputed amounts, dormakaba, within fourteen (14) days following the termination of this Agreement or the SaaS Services Term, shall provide to Customer, without charge, a final extract of the Customer Data in dormakaba's standard back-up file format.

7.5 Non-Exclusive Remedy. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

7.6 Survival. The provisions of Sections 1.2 (last sentence), 1.3, 2.2 (last sentence), 3.2 (last sentence), 4.1 through and including 4.3, 5, 6 (for the period indicated in Section 6.1), 7.4, 7.5, 7.6, 8, 9.2, 9.3, 11, 12 and Attachment 1 of this Agreement shall survive.

8. INFRINGEMENT INDEMNITY.

8.1 Infringement Claim. dormakaba, at its expense and option, will defend and/or settle any claim, action, or allegation brought against Customer by a third party that: (i) dormakaba's b-comm® application which powers the SaaS Services infringes any IP Right of any third party; or (ii) that the portion of the SaaS Services supplied by Hosting Provider (but excluding any non-Hosting Provider products and services) infringes a patent or copyright (each of (i) and (ii), an "**Infringement Claim**"), upon the following conditions: (a) Customer gives prompt written notice to dormakaba of any such Infringement Claim; (b) Customer gives dormakaba the authority, information, and reasonable assistance (at dormakaba's expense) to handle the defense of the Infringement Claim; provided, that dormakaba shall not be responsible for any cost or expenses incurred without dormakaba's prior written consent; (c) Customer shall not make any admissions whatsoever, or settle the Infringement Claim, without dormakaba's prior written approval; and (d) dormakaba will have sole control of the defense or settlement of the Infringement Claim; however, dormakaba shall obtain Customer's written consent to the settlement if such settlement contains any admission of wrongdoing by Customer or imposes any affirmative obligation on Customer (other than the obligation to cease using the subject of the Infringement Claim or the obligation to pay a settlement amount for which Customer is fully indemnified by dormakaba).

8.2 Infringement Mitigation. If any Infringement Claim is brought or threatened against dormakaba and/or Customer, dormakaba, at its sole option and expense, may: (i) procure for Customer the right to continue use of the SaaS Services; or (ii) modify, amend or replace the SaaS Services or infringing part thereof with other services having substantially the same or better capabilities. If neither of the foregoing is commercially practicable, dormakaba shall refund the unused portion of any prepaid SaaS Services Fees. If such refund is made, Customer shall immediately cease using the infringing portion of the SaaS Services.

8.3 Exclusions. dormakaba will have no obligation or liability hereunder with respect to any infringement to the extent that it arises out of or is related to: (i) the Customer Data, including any Processing of Customer Data by or on behalf of dormakaba in accordance with this Agreement; (ii) use of the SaaS Services for a purpose not authorized under this Agreement or otherwise in violation of this Agreement; or (iii) the combination of the SaaS Services with any products or services not provided by dormakaba.

8.4 EXCLUSIVE REMEDY. SECTION 8 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY AND OBLIGATIONS OF DORMAKABA WITH RESPECT TO ANY ACTUAL, THREATENED, OR ALLEGED INFRINGEMENT OF THE B-COMM® APPLICATION, SAAS SERVICES, OR ANY IP RIGHTS.

9. LIMITED HARDWARE WARRANTY; DISCLAIMER; LIMITATIONS OF LIABILITY.

9.1 Limited Hardware Warranty. dormakaba warrants that Hardware purchased by Customer from dormakaba will be free of defects in materials and workmanship under normal use and service and will conform to applicable dormakaba-published specifications for a period of one (1) year following the date of shipment to Customer ("**Hardware Warranty Period**"). dormakaba's sole obligation under this warranty shall be to repair or replace nonconforming Hardware which Customer shall report as defective during the Hardware Warranty Period and which upon investigation dormakaba determines to be defective.

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9.2 Warranty Disclaimer. Except as expressly set forth in this Agreement, dormakaba makes no warranties or representations, express or implied, written or verbal, relating to the Hardware, Documentation, or Services provided to Customer under this Agreement. WITHOUT LIMITING THE FOREGOING, NEITHER DORMAKABA NOR ITS LICENSORS OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND THAT THE HARDWARE OR SERVICES WILL BE ERROR FREE, SECURE, FREE FROM HARMFUL CODE, OR WILL PERFORM IN AN UNINTERRUPTED MANNER OR ACHIEVE ANY INTENDED RESULT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, DORMAKABA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF DORMAKABA WAS INFORMED OF SUCH PURPOSE), AND NON-INFRINGEMENT WITH RESPECT TO THE HARDWARE, DOCUMENTATION, AND SERVICES PROVIDED HEREUNDER.

9.3 Limitations of Liability.

9.3.1 Exclusion of Certain Damages. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL CUSTOMER OR DORMAKABA OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, OR USE OF THE HARDWARE, DOCUMENTATION, OR SERVICES, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF DORMAKABA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9.3.2 Maximum Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, DORMAKABA'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT, OR ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSSES, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM DORMAKABA'S NEGLIGENCE, SHALL IN NO EVENT BE GREATER THAN THE PURCHASE PRICE OR FEES (AS APPLICABLE) ACTUALLY PAID BY CUSTOMER TO DORMAKABA FOR THE PARTICULAR HARDWARE OR SERVICES TO WHICH THE CLAIM RELATES (AND, IF THE APPLICABLE FEES ARE RECURRING CHARGES, THEN DORMAKABA'S LIABILITY IS CAPPED AT TWELVE (12) MONTHS' CHARGES). THIS LIMIT APPLIES COLLECTIVELY TO DORMAKABA, ITS AFFILIATES, SUBCONTRACTORS, AND SUPPLIERS.

9.3.3 No Oral Representations or Warranties. NO EMPLOYEE, AGENT, REPRESENTATIVE, OR AFFILIATE OF EITHER PARTY HERETO HAS AUTHORITY TO BIND THE OTHER TO ANY ORAL REPRESENTATIONS OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT.

10. ASSIGNMENT.

Except as permitted in this Agreement, neither this Agreement, nor any of the rights and obligations created in this Agreement, may be assigned or transferred, in whole or in part, by either party without the express written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may make an assignment or transfer without the other party's consent to a parent, subsidiary, or other affiliate in connection with a merger, reorganization, corporate restructuring, or conversion in which such party is participating, by providing written notice to the other party within a reasonable time following such assignment or transfer. In the event of acquisition of Customer resulting in transfer of control of a majority of equity interests, the rights under this Agreement shall be restricted to Customer and its affiliates as constituted prior to the acquisition; however, the parties may negotiate in good faith to increase Usage Capacity. Any assignment in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11. COMPLIANCE WITH LAWS.

When performing Services hereunder, dormakaba shall comply with all laws applicable to such performance. When using the Hardware, Documentation, and Services, Customer shall comply with all applicable laws. Without limiting the foregoing, Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using the SaaS Services and agrees that: (i) using the SaaS Service does not release Customer of any legal obligation concerning the preparation and review of such reports and documents; (ii) Customer agrees that it does not and may not rely upon dormakaba or the SaaS Services for any advice or guidance regarding compliance with laws or the appropriate tax treatment of items reflected on such reports or documents; and (iii) Customer will review any calculations made by using the SaaS Services and satisfy itself that those calculations are correct. dormakaba shall be entitled to rely on all information

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and instructions provided by, and the decisions and approvals of, Customer in connection with dormakaba's performance hereunder. Customer will, at its expense, defend, indemnify, and hold dormakaba harmless from and against all claims, lawsuits, investigations, or demands (and any and all costs, liabilities, damages, and expenses arising therefrom) to the extent such claims, lawsuits, investigations, or demands arise out of or in connection with dormakaba's performance in accordance with any information or instructions provided, or decisions or approvals made, by Customer.

12. GENERAL TERMS.

12.1 Publicity; Trademark. Subject to Customer's consent, which shall not be unreasonably withheld, dormakaba may make a press release concerning the execution of this Agreement. b-comm® is a registered trademark of dormakaba EAD GmbH.

12.2 Notices. All notices provided for in this Agreement shall be in writing and will be effective when they are received, whether sent by personal delivery; facsimile; email; by courier; or registered or certified airmail at the following address or such other address as either party shall hereafter designate in writing to the other pursuant to the terms of this Section:

If to dormakaba: dormakaba Workforce Solutions
3082 North Commerce Parkway
Miramar, Florida 33025 USA
Attention: Vice President, dormakaba Workforce Solutions
Facsimile: 954.416.1721

With a copy to: Group Legal Americas
6161 E. 75th Street
Indianapolis, IN 46250
Email: Legal.Amer.US@dormakaba.com

If to Customer: [Insert Company Name]
[Insert Company Address]
[City, State, ZIP]
Attn:
Phone:
Email:
Facsimile:

12.3 Force Majeure. Except for payment of money, neither party will incur any liability to the other party on account of any loss or damage to the extent resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and not caused by the negligence of the non-performing party; provided, however, that the non-performing party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. Such events, occurrences, or causes include but are not limited to, acts of God, acts of Government, Government imposed shutdown, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, pandemic, denial of service/DOS attacks, earthquakes, fires, and explosions.

12.4 Waiver; Severability. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendment that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

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12.5 Export Law Compliance. Customer acknowledges and agrees that Customer shall: (i) not export the Hardware or Services or technical data relating to any of the foregoing except as authorized by the export control laws and regulations of the United States ("**Export Control Laws**"); (ii) comply with all applicable Export Control Laws (including "deemed export" and "deemed re-export" regulations); and (iii) not use any Hardware, Services, or technical data relating to any of the foregoing for any purpose prohibited by the Export Control Laws.

12.6 Entire Agreement; Amendment; Order of Precedence. This Agreement (including the Attachments and Schedules hereto and any SOWs, which are hereby incorporated herein by reference) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. Except as provided herein, this Agreement may only be modified by a written document that refers to this Agreement and is executed by an authorized representative of each of the parties hereto. In the event of a conflict between this Agreement and the terms and conditions of any SOW, this Agreement shall govern.

12.7 Interpretation. For all purposes of this Agreement: (i) all references to this Agreement and the words "herein", "hereof", "hereto", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (ii) the words "including", "included", and "includes" mean inclusion without limitation; (iii) the headings in this Agreement are for convenience only and shall not affect the interpretation thereof; (iv) unless expressly stated otherwise, any reference to a Section or subsection shall mean the Section or subsection of this Agreement and (v) this Agreement has been negotiated by dormakaba and Customer and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

12.8 Standard Terms. No terms, provisions, or conditions of any purchase order, acknowledgment, or other business form that Customer may use in connection with the purchase of the Hardware or Services will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of dormakaba to object to such terms, provisions, or conditions.

12.9 Independent Contractors. The parties to this Agreement are independent contractors. No relationship of principal to agent, master to servant, employer to employee, or franchisor to franchisee is established hereby between the parties. Neither party has the authority to bind the other or incur any obligation on its behalf.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

12.11 No Intended Beneficiaries. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

12.12 Applicable Law/Jurisdiction; Limitation on Actions. This Agreement will be interpreted and construed pursuant to the laws of the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties submit to the exclusive jurisdiction of the state and federal courts located in the State of Florida. Customer will not bring a legal action arising out of or related to this Agreement more than two (2) years after the cause of action arose.

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[Insert Customer Name]

dormakaba Workforce Solutions LLC

Signature:_____

Signature:_____

Print Name: _____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

By:_____

Print Name: _____

Title:_____

Date:_____

ATTACHMENT 1 DEFINITIONS

In this Agreement:

“Access Credentials” means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the SaaS Services.

“Confidential Information” means all non-public information (regardless of its form, manifestation, or how it is known to the other party) concerning either party to this Agreement, including technology, data, business, financial affairs, and operations of each respective party hereto, is hereby deemed to be confidential and proprietary to each such respective party. Confidential Information shall not include information which the receiving party can establish by documentary evidence: (i) was in the possession of the receiving party at the time of disclosure; (ii) prior to or after the time of disclosure becomes part of the public domain without the act or omission of the party to whom it was disclosed; (iii) is disclosed to the receiving party by a third party under no legal obligation to maintain the confidentiality of such information; or (iv) was independently developed by the receiving party.

“Customer Data” means information, data, and other content, in any form or medium, controlled by Customer that is uploaded or otherwise provided to dormakaba, directly or indirectly, by or on behalf of Customer or a User in connection with the SaaS Services.

“Customer Systems” means Customer’s information technology infrastructure, including time clocks, computers, software, hardware, databases, electronic systems (including database management systems), platforms, and networks, whether operated directly by Customer or through the use of third-party services.

“Documentation” means any printed, visual, or electronic materials, specifications, instructions, end user manuals, or other information provided by dormakaba which describe the use of the Hardware or Services and any derivative works of any of the foregoing.

“dormakaba Materials” means the Documentation for the SaaS Services and any and all other information, data, documents, materials, works, and other content that are provided or used by dormakaba in connection with the SaaS Services or otherwise comprise or relate to the SaaS Services or dormakaba Systems, excluding the Customer Data.

“dormakaba Systems” means the information technology infrastructure used by or on behalf of dormakaba in performing the SaaS Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by dormakaba or through the use of its subcontractors.

“Export Control Laws” has the meaning set forth in Section 12.5.

“Hardware” means the dormakaba OEM data collection terminals, peripherals, and other items of hardware to be supplied by dormakaba set out in Schedule A.

“Hardware Warranty Period” has the meaning set forth in Section 9.1.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to: (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any: (a) computer, software, firmware, hardware, system, or network; (b) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (ii) prevent Customer or any User from accessing or using the SaaS Services as intended by this Agreement.

“Hosting Provider” means dormakaba’s subcontractor that hosts the b-comm® application that powers the SaaS Services.

“Implementation Services” has the meaning set forth in Section 4.1.2.

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"Infringement Claim" has the meaning set forth in Section 8.1.

"Initial SaaS Services Term" has the meaning set forth in Section 1.4.

"IP Rights" means all forms of intellectual property rights and protections throughout the world, whether currently existing or hereafter developed or acquired and whether now known or hereafter recognized, including all right, title, and interest arising under United States or foreign common or statutory law in and to all: (i) patents and all filed, pending, or potential applications for patents throughout the world now or hereafter filed; (ii) trade secret rights, know-how, technical information, rights in databases, and equivalent rights; (iii) copyrights and applications therefor, moral rights, authors' rights, whether or not protected by copyright or as a mask work; and (iv) proprietary indicia, trademarks, service marks, trade names, trade dress, logos, symbols, domain names, logos, and/or brand names and all goodwill associated therewith.

"Process(ed)(ing)" means any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content, whether or not by automatic means, including collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, transmitting, disclosing or otherwise making available, aligning, combining, blocking, erasing, and destroying such data, information, or content.

"Professional Services" means dormakaba's consulting services for the implementation of the SaaS Services or as otherwise mutually agreed in accordance with an applicable SOW.

"Renewal SaaS Services Term" has the meaning set forth in Section 1.4.

"SaaS Services" has the meaning set forth in Section 1.1.

"SaaS Services Fees" means the fees charged by dormakaba for the SaaS Services.

"SaaS Services Term" has the meaning set forth in Section 1.4.

"Service Analyses" has the meaning set forth in Section 5.3.

"Services" means, collectively, all services provided by dormakaba to Customer under this Agreement.

"Site" means the physical location of the Hardware, as such location is set forth in Schedule A.

"SLA" has the meaning set forth in Section 1.10.

"SOW" or **"Statement of Work"** means a written statement of work executed by both parties for Professional Services, including Implementation Services.

"Term" has the meaning set forth in Section 7.1.

"Update" means any modification or enhancement of the SaaS Services that dormakaba makes generally available to customers without a separate charge above the SaaS Services Fees. All Updates shall constitute part of the SaaS Services and will be subject to all applicable terms and conditions of this Agreement.

"Upgrade" means any module, and any modification or enhancement thereto, of the SaaS Services that were not originally purchased under this Agreement and would enable Customer to access additional features and/or functionality through the SaaS Services.

"Usage Capacity" has the meaning set forth in Section 1.1.

"User" has the meaning set forth in Section 1.2.

"Work Product" has the meaning set forth in Section 5.1.

**SCHEDULE A
PRICING**

See Attached.

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SCHEDULE B
DESCRIPTION OF SAAS SERVICES

Subject to the terms and conditions of this Agreement, the SaaS Services shall include the following elements:

- Access to and use of the hosted b-comm® application (including Updates)
- Workday Bi-Directional Integration
- Hosting and Managed Services (Excludes Application Administration)
 - Public Cloud
 - SQL Server Enterprise Edition
 - One Test & One Production Environment
 - SFTP Server
 - SSL (Secure Socket Layer) Certificate
 - Intrusion Detection
 - Database Patches and Operating System Updates
 - Data back-up pursuant to dormakaba's standard back-up schedule
- U.S. Support Desk (per customer support plan)
- b-comm® application Updates (excludes any required consulting services)

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**SCHEDULE C
STATEMENT OF WORK**

See Attached.

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September 2023



**SCHEDULE D
DATA SECURITY AND SYSTEM CONTROLS**

See Attached.

Customer Initials _____

-CONFIDENTIAL-

dormakaba Initials _____

dormakaba Initials _____

September 2023



**SCHEDULE E
SERVICE LEVEL AGREEMENT**

See Attached.

Customer Initials _____

-CONFIDENTIAL-

dormakaba Initials _____

dormakaba Initials _____

September 2023

Customer Support Guide Workforce Solutions



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Contacting customer support

Support contact channels

Telephone

- OnDemand Customer 800-384-8075
- OnPremise Customer 866-635-2122
- Non-US/International Customers:
954-416-1720, Option 2

Email

support.b-comm.amer@dormakaba.com

Help desk portal

<https://support.b-comm.dormakaba.com>

Regular business hours of support

Monday to Friday, 7:00 AM – 8:00 PM EST

After hours emergency support

Outside of business hours, our on-call team responds to critical, high-severity issues affecting the B-COMM system. Resolution times are not guaranteed and may vary due to incident complexity, third-party dependencies, or factors outside our control, including customer-induced conditions.

Non-critical after-hours requests, or issues not directly impacting the B-COMM system, will be handled the next business day.

Ticket escalation contact

Aracelis Hairston

Customer Support Manager

aracelis.hairston@dormakaba.com

Severity levels and resolution timeframe

Severity level	Description	Target initial response time	Target resolution time
Critical (Severity 1)	The system is down, or a primary function is completely unavailable, impacting all users.	Within 1 hour	Within 24 hours
High (Severity 2)	Significant functionality is impaired, but the system is still operational for some users.	Within 4 hours	Within 3 business days
Medium (Severity 3)	Minor, non-critical features or a limited number of affected users.	Within 12 hours	Within 15 business days
Low (Severity 4)	General inquiries, cosmetic issues, or feature requests.	Within 24 hours	Within 30 business days

Welcome to our customer support plan

As a valued customer, your success is our priority. This guide is designed to help you get the most out of our support services by outlining how to open a support ticket and what you can expect in terms of response and resolution times. It also explains how we categorize issues based on severity to ensure critical problems are addressed as quickly as possible. Whether you're reporting a bug, experiencing a system issue, or need general assistance, this guide will walk you through the process and set clear expectations every step of the way.

Support availability

Our goal is to provide timely, adequate support whenever you need assistance. To ensure we are there when it matters most, we offer a combination of staffed support during the day and on-call coverage after hours.

Business hours support

Our help desk is fully staffed during regular business hours:

Monday to Friday, 7:00 AM – 8:00 PM EST

During these hours, our team is available to respond to all support inquiries, triage incoming tickets, and work toward resolution based on issue severity.

After hours emergency support

Outside of regular business hours, we maintain an on-call team to respond to critical or high-severity issues affecting the B-COMM system. Resolution times are not guaranteed and may vary due to incident complexity, third-party dependencies, or factors outside our control, including customer-induced conditions.

Non-critical after-hours requests, or issues not directly impacting the B-COMM system, will be handled on the next business day.

The severity level is determined based on information obtained from the customer and the agent's assessment of the issue. See the Severity Levels and Response Times section for more details.

How to open a support request

We offer multiple ways for you to reach our support team, so you can choose the method that works best for you. However, if you are experiencing an urgent matter, it is advised that you call our support hotline.

When submitting a request, please include the following details, at a minimum, so that we can assist you quickly and accurately.

- Contact name, phone number, and e-mail address to which dormakaba Workforce Solutions will respond
- Company and facility for which you are requesting support
- Indicate whether the request is for software, hardware, or other

- If applicable, the version of the dormakaba software
- If applicable, a description of the hardware component, such as the model number and serial number
- Specific details of the question or issue: employee numbers, any dates involved, screen/form names
- Specific steps to reproduce the issue
- Available screenshot, images or videos to assist our review

The severity level is determined based on information obtained from the customer and the agent's assessment of the issue. See the Severity levels and resolution timeframe section for more details.

You can open a support request by:

- **Email:** Send a message to support.b-comm.amer@dormakaba.com with a description of the issue.
- **Help Desk Portal:** Log in to <https://support.b-comm.dormakaba.com> to submit a ticket and track its progress.
- **Telephone (OnDemand¹ Customers):** Call us at 800-384-8075 during business hours for urgent or complex issues.
- **Telephone (OnPremise² Customers):** Call us at 866-635-2122 during business hours for urgent or complex issues.
- **Telephone (Non-US/International Customers):** Call us at 954-416-1720, Option 2 during business hours for urgent or complex issues.

¹ For customers where dormakaba hosts the application

² For customers who host the application

Warranty and maintenance

Warranty Information

dormakaba warrants that hardware purchased from dormakaba Workforce Solutions will be free of defects in materials and workmanship under normal use and service and will conform to applicable dormakaba Workforce Solutions published specifications for the applicable warranty period following the date of shipment to the Customer. dormakaba Workforce Solutions' sole obligation under this warranty shall be to repair or replace nonconforming hardware which the Customer has reported as defective during the warranty period at the discretion of dormakaba.

Repair turnaround

dormakaba Workforce Solutions provides warranty repair on dormakaba products with an approximate turnaround of 30 days (from time of receipt at dormakaba Workforce Solutions to date of shipment to Customer).

Shipment of items

Customers must contact dormakaba Workforce Solutions Customer Support to obtain a Return Material Authorization (RMA) number for products that need repair. The dormakaba product(s) must then be returned to dormakaba Workforce Solutions. Customer shall provide dormakaba Workforce Solutions Customer Support with specific product information, including but not limited to the product model number, serial number, company name, contact name, address, etc.

Once the customer receives an RMA number, they should return the product to dormakaba Workforce Solutions with prepaid shipping. dormakaba Workforce Solutions will return the product to the customer with the shipping prepaid. Damage to the product during shipment is the responsibility of the sender. The product should be shipped in the original shipping container and packing material or in another container that is of adequate construction and size to prevent damage during transit.

Warranty exclusions

Warranties shall not apply to defects resulting from:

- Modifications or attempted repairs to the product
- Misuse of the product by the customer
- Software provided by the customer that would cause product functionality failure
- Operation of the product outside of specifications, either electrical or environmental
- Improper site preparation, maintenance, or storage
- Physical damage
- Accident or disaster (such as fire, flood, water, wind, lightning, any act of God, etc.).
- Failure to maintain product according to manufacturer's instructions

Maintenance program

dormakaba Workforce Solutions offers one standard Service Program which may be renewed annually until product availability of spare parts has been discontinued. Extended warranty for additional years are available.



EXHIBIT C
MANUFACTURER'S END USER LICENSING AGREEMENT

SOFTWARE AS A SERVICE LICENSE AGREEMENT

Agreement #: APX-CUSTOMER NAME- CONTRACT DATE

SERVICES ORDER FORM

Client:	Contact:
Address:	Phone:
	Email:
Product: Nivo1's AP Express is a cloud-based software solution that natively integrates with Oracle E-Business Suite, JD Edwards and Oracle ERP Cloud. It automates the accounts payable processes with a user-friendly, intuitive interface and OCR and scanning technologies. In addition to AP Automation, the AP Express Platform includes electronic payments and a Supplier Portal, which provides an interface for suppliers to submit invoices, manage inquiries on their own and also offers suppliers an option to accelerate payment on approved invoices through the Nivo1 Working Capital Program.	
Services: Application Services, as such term is defined in the Terms and Conditions.	
AP Express Subscription Fees: Beginning on the Effective Date, Client shall pay to Nivo1 an Annual Subscription Fee of \$XXXX for the usage of AP Express. The annual subscription is based on an anticipated annual volume of XXXX invoices. If the number of invoices processed by Client increases by more than five percent (5%) in an annual period, Nivo1 reserves the right to recalculate the Subscription Fee prior for the next annual period, using the new annual number of invoices processed by Client. Nivo1 may exercise its audit rights set forth in Section 4.3 of the Terms and Conditions in order to determine whether a recalculation of the Subscription Fee is necessary. Nivo1 shall provide written notice of such recalculated Subscription Fee to Client prior to issuing the invoice for the new annual period and issue an invoice to the Client reflecting the new Subscription Fee for the new annual period in accordance with the Invoicing and Payment terms set forth below. Upon each anniversary of the Effective Date, the Subscription Fee shall be increased by 5% of the prior year's Subscription Fee. Initial Subscription Term: Three (3) years beginning on the Effective Date, with auto renewal for subsequent three (3) year periods.	



Effective Date: The Effective Date shall be the date of contract signature. Go-Live Date: The Go-Live Date shall be the date after the Implementation (defined below) are completed
Invoice Images: As part of the Client Content (defined below), Client may store their invoice images in the AP Automation archive solution via the Application Services. Subject to this Agreement remaining in force and all fees paid in accordance with this Order Form and Section 4 of the Terms and Conditions, images will be stored for seven (7) years, at which time they will be purged. Nivo1 will provide Client with a monthly file containing all of Client’s invoice images older than seven (7) years prior to purging them. Upon termination of this Agreement, other than for Client’s uncured material breach, Nivo1 will provide Client with a file containing all of Client’s invoice images. If Client chooses not to use the AP Automation archive solution, Nivo1 will provide invoice image files as part of the standard integration process between AP Automation and Client’s ERP system.
Invoicing and Payment Terms: Beginning on the Effective Date, the AP Express Annual Subscription Fees, Implementation Fees and AP Express Supplier Portal Fees will be invoiced. All invoices will be payable Net 30. Forms of acceptable payment and information related to the payment process are set forth in the attached Schedule 1.

THIS SOFTWARE AS A SERVICE LICENSE AGREEMENT (“**Agreement**”) is made and entered into as of _____, 2026 (“**Effective Date**”) by and between Nivo1 LLC, having its principal place of business at 210 Sixth Avenue, Suite 310, Pittsburgh, PA 15222 (“**Nivo1**”), and the Client listed above (“**Client**”). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Nivo1 LLC:

By:
Name: David Busch
Title: CEO

By:
Name:
Title:



TERMS AND CONDITIONS

In consideration of the promises and the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the meanings given those terms as hereinafter set forth:
 - 1.1. "Agreement" shall have the meaning ascribed to that term in the first paragraph written above.
 - 1.2. "Application Services" means the software product listed on an Order Form (defined below) and attached hereto, including, without limitation, all corrections, updates, modifications, releases, versions, and enhancements to such software that may hereafter be generally released by Nivo1.
 - 1.3. "Client" shall have the meaning ascribed to that term in the first paragraph written above.
 - 1.4. "Supplier" means corporations, partnerships and sole proprietorships that have a business relationship with Client.
 - 1.5. "Client Content" means all text, images, and other electronic content or information submitted by Client to the Application Service.
 - 1.6. "Supplier Content" means all text, images and other electronic content or information submitted by Supplier to the Application Service or provided to Supplier from the Application Service.
 - 1.7. "Documentation" means Nivo1's then current Application Service documentation (as may be updated by Nivo1 from time to time). Documentation may include minimum hardware, software and internet connection requirements for use of the Application Service (as may be updated by Nivo1 from time to time).
 - 1.8. "Effective Date" means the date in which the contract is signed by both parties.
 - 1.9. "Fee" shall have the meaning ascribed to that term in Section 4.1 below.
 - 1.10. "Order Form" means the ordering documents for Client's purchases from Nivo1 that are executed hereunder by the parties from time to time. The initial Order Form memorializing Client's first purchase is set forth on page 1 of this Agreement. Order Forms shall be deemed incorporated herein.
 - 1.11. "Subscription Term" means the period of time that Client may use and access the Application Service beginning on the Effective Date and shall include the Initial Subscription Term and subsequent renewal terms, as such terms are set forth in the applicable Order Form. The Application Service may automatically deactivate and become non-operational at the end of the Subscription Term, and Client shall not be entitled to access the Application Services unless the Subscription Term is renewed.
 - 1.12. "Invoice(s) Processed" means documents that have been processed by the OCR engine of the Application Services listed on this Order Form, regardless of the eventual disposition of the document.

2. Grant of License.

- 2.1. **Grant.** Subject to the terms and conditions of this Agreement, Nivo1 hereby grants to Client, and Client hereby accepts from Nivo1, a non-exclusive and nontransferable license to, during any Subscription Term, (a) access and to use the Application Services via the internet, and (b) use any Documentation provided by Nivo1. Client agrees that its purchase of license(s) for the Application Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Nivo1 with respect to future functionality or features.
- 2.2. **Additional Restrictions.** The license granted in Section 2.1 above is conditioned upon Client's strict compliance with the terms and conditions of this Agreement including, without limitation, the following terms and conditions: (a) Client and Client's agents and contractors may use the Application Services for Client's own internal business purposes only as contemplated by this Agreement and not for outsourcing; (b) Client shall not (i) permit any third party (excluding Client's agents and contractors) to use the Application Services, or (ii) license, sublicense, sell, resell, rent, lease, transfer, distribute, use the Application Services for commercial time-sharing, or otherwise commercially exploit the Application Services; (c) Client shall not create derivative works based on the Application Services or cause or permit others to; (d) Client shall not modify, reverse engineer, translate, disassemble, or decompile the Application Services, or cause or permit others to; (e) Client shall not frame or mirror any content forming part of the Application Services, other than on Client's own intranets or otherwise for its own internal business purposes; (f) Client shall not access the Application Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Application Services; and (g) Client shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Application Services or Documentation. The foregoing provisions of this Section 2.2 are for the benefit of Nivo1, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.
- 2.3. **Reserved Rights.** Nivo1 hereby reserves all rights in and to the Application Services not expressly granted in this Agreement. Nothing in this Agreement shall limit in any way Nivo1's right to develop, use, license, create derivative works of, or otherwise exploit the Application Service or to permit third parties to do so.

3. Use of Services

- 3.1. **Nivo1 Responsibilities.** Nivo1 will (i) routinely backup (not less frequently than once-per-day) all Client Content; (ii) use industry standard security measures to maintain Client's authorized users' login information (e.g., User IDs and passwords) for the Application Services in confidence; and (iii) use Client Content to improve the operation and increase the overall performance of the Application Services. Nivo1 may access Client's account and Client Content as necessary to identify or resolve technical problems and respond to complaints about the Application Services. Nivo1 may use Supplier Content to provide additional products and services, and present offers in the Supplier Portal, through, or in connection with third party service providers. Nivo1 will use commercially reasonable efforts to provide support services to Clients (given that questions, errors or problems from any of Client's users will first be directed to a designated person on Client's staff to facilitate prompt resolution of internal, policy-related matters). For questions needing additional assistance, Nivo1 will use commercially reasonable efforts to provide telephone and/or email-based support services Monday through Friday 24 hours per day, except on US federal holidays. Any downtime associated with upgrades and maintenance to the Application Services will be pre-announced via email communication. Generally, Nivo1 will use commercially reasonable efforts to perform upgrades and maintenance during non-business hours (between 11 PM and 1 AM EST) on weekdays and/or on weekends (between Friday at 11:00PM EST and Sunday 1:00AM EST). Upgrades and maintenance may take several hours to complete, during which time the Application Services will not be available. Outside of (i) maintenance and upgrade downtime, or (ii) any unavailability caused by circumstances beyond Nivo1's reasonable control, including without limitation the circumstances described in Section 13.5, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within

Nivo1' possession or reasonable control, and denial of service attacks, Nivo1 shall use commercially reasonable efforts to provide 99.9% Application Services uptime.

- 3.2. **Client Responsibilities.** Client shall provide commercially reasonable information and assistance to Nivo1 to enable Nivo1 to deliver the Application Services. Client is required to gather and provide Nivo1 with accurate supplier contact email addresses for the rollout of the Nivo1 supplier portal. Upon request from Nivo1, Client shall promptly deliver Client Content to Nivo1 in an electronic file format specified and accessible by Nivo1 or perform any required testing of the Application Services. Client acknowledges that Nivo1's ability to deliver the Application Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance as well as the setup, configuration and functionality of any third party systems, including ERP. Client shall comply with all applicable local, state, national and foreign laws in connection with its use of the Application Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Client shall be solely responsible for the Client Content. Any conduct by Client that in Nivo1's discretion restricts or inhibits any other Nivo1 customer from using or enjoying the Application Services is expressly prohibited. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Application Services, and notify Nivo1 promptly of any such unauthorized access or use. Client shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of the Application Services and all charges related thereto. Client, and not Nivo1, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Application Services provided hereunder to Client. To the extent any third party service providers of Nivo1 require Client's agreement to or acknowledgement of any third party terms and conditions, Nivo1 will notify Client thereof (including via the Application Services), and Client's failure to so agree or acknowledge will relieve Nivo1 of its Application Services obligations hereunder until such agreement or acknowledgement has been provided as required by such third party service providers.

4. Fees

- 4.1. **Payment.** Client agrees to pay Nivo1 the Onboarding and Training and Subscription Fee ("Fee") in accordance with the amounts and dates specified on the applicable Order Form. Except as otherwise specified herein, fees are based on services purchased and additional specified per event charges, payment obligations are non-cancelable, payment terms are quoted from the date of invoice and fees paid are non-refundable (subject to Nivo1's option set forth in Section 7.4). Any payment not received from Client by the due date may accrue, at Nivo1's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; from the date such payment was due until the date paid.
- 4.2. **Taxes.** If Nivo1 has the legal obligation to pay or collect taxes for which Client is responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of performance of Nivo1 under this Agreement, the appropriate amount shall be invoiced to and paid by Client, unless Client provides Nivo1 with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.3. **Audit.** From time-to-time, upon forty-eight (48) hours advance notice from Nivo1 to Client, Nivo1 may, at its sole cost and expense, audit Client's use of the Application Services to determine whether (i) Client's use is in compliance with the terms and conditions hereof, and (ii) the Subscription Fee accurately reflects the number of invoices processed by Client in a given annual period. Any such audit shall be conducted during Client's regular business hours.

5. Intellectual Property Rights.

- 5.1. Generally. All right, title, and interest in and to the Application Services and Documentation, including, without limitation, all modifications, enhancements and intellectual property rights thereto shall belong solely to Nivo1 and/or its applicable suppliers, without Client reserving or otherwise having any rights therein whatsoever.
- 5.2. Suggestions. Nivo1 shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Application Services any suggestions, enhancement requests, recommendations or other feedback provided by Client relating to the Application Services.

6. Confidentiality.

- 6.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Client Content, the Application Services, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Client Content) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 6.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
- 6.3. Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
- 6.4. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding any other provision, Nivo1 may disclose Client Content if Nivo1 determines that such action is reasonably necessary: (a) to comply with the law, regulatory requirements, or legal or regulatory process; (b) to enforce this Agreement; or (c) to respond to claims that Client is using the Application Services to perform or support activities that violate the law or the rights of third parties.
- 6.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Representations and Warranties.

- 7.1. Authority. Each party represents and warrants that it has the right to (a) enter into this Agreement, and (b) grant the rights and licenses herein granted.

- 7.2. **Client's Content.** Client represents and warrants that its use of the Client Content (including, without limitation, all content thereof), as such may be modified from time-to-time, in each instance will not in any way violate any law or constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask work, proprietary information, nondisclosure and/or other right of any third party. Client represents and warrants that it will not send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, interfere with or disrupt the integrity or performance of the Application Services or the data contained therein, or attempt to gain unauthorized access to the Application Services or its related systems or networks.
- 7.3. **Limited Warranty.** Nivo1 warrants during the Subscription Term that the Application Services will be free of material defects and will function in substantial conformance to its Documentation when used in the operating environment for which it is intended and in accordance with its Documentation. Nivo1 does not make any representations or warranties that the functions performed by the Application Services will meet Client's requirements, that the operation of the Application Services will be uninterrupted or error free, or that all defects in the Application Services will be corrected. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND NIVO1 DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT NIVO1 KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, NIVO1 FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. No employee, agent, dealer, or distributor of Nivo1 is authorized to modify the limited warranty contained in this Section 7.3 or to make any additional warranties. No action for breach of the limited warranty set forth in this Section 7.3 may be commenced more than one (1) year following the expiration date of such limited warranty. The limited warranty set forth in this Section 7.3 shall automatically be terminated (i) if any modifications are made to the Application Services, (ii) if the Application Services are subject to accident, abuse, or improper use, (iii) if the Application Services is used on, or in conjunction with, hardware or software other than that with which the Application Services was designed to be used as described in the Documentation.
- 7.4. **Remedies.** Client's sole and exclusive remedy and Nivo1's entire liability for any breach of Section 7.3 shall be as follows: at Nivo1's option, Nivo1 will have thirty (30) days after written notice to use commercially reasonable efforts to deliver a correction that resolves the problem or shall refund to the Client any prepaid Subscription Fees paid under this Agreement in a prorated amount based on the remaining days in the then current month of the Subscription Term, and all remaining obligations under it, shall be terminated.

8. Damages and Limitation of Liability.

- 8.1. **Consequential Damages.** EXCLUDING ONLY BREACHES OF THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 6 ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE APPLICATION SERVICES, EVEN IF EITHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. **Limitation of Liability.** IN ALL EVENTS, NIVO1'S AGGREGATE LIABILITY TO CLIENT FOR CLAIMS RELATING TO THIS AGREEMENT OR THE APPLICATION SERVICES, WHETHER FOR BREACH OF CONTRACT OR IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT TO NIVO1 HEREUNDER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY BEFORE THE CLAIM WHICH GAVE RISE TO THE LIABILITY AROSE.

9. Use of Data. Client acknowledges and agrees that Nivo1 may access and process personal data of Client and its customers referred to Nivo1 as necessary to provide the services offered by Nivo1, and in particular that such personal data may be transferred to and processed by Nivo1 shall ensure such transfers are made in compliance with the requirements of Data Protection Laws.
10. Monitoring. Nivo1 shall have the right, but not the obligation, to monitor the content of the Application Services to determine compliance with this Agreement and any operating rules established by Nivo1 and to satisfy any law, regulation or authorized government request. Nivo1 shall have the right in its sole discretion to remove any material submitted to the Application Services. Without limiting the foregoing, Nivo1 shall have the right to remove any material that Nivo1, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.
11. Term and Termination.
- 11.1. Term of Agreement. The term of this Agreement commences on the Effective Date and continues until all Subscription Terms expire or are otherwise terminated.
- 11.2. Subscription Term and Renewal. Client may use and access the Application Services during the Subscription Term, which is specified in the Services Order Form above. Subscription Terms shall automatically renew for additional periods as specified in the Services Order Form above, at the Subscription Fees in effect at the time of renewal (subject to a recalculation of the Subscription Fees, as described in the Services Order Form), unless either party gives the other notice of non-renewal at least 30 days prior to the end of the relevant Subscription Term.
- 11.3. Termination for Breach. Client may terminate this Agreement at any time with 30 days prior written notice if Nivo1 commits a material breach of this Agreement that, (if it is capable of being cured) is not cured within thirty (30) days from written notice to Nivo1. Without limiting any other remedies available to it, Nivo1 may immediately suspend access to the Application Services and/or terminate this Agreement if: (a) Client commits a material breach of this Agreement that, (if it is capable of being cured) is not cured within thirty (30) days from written notice to Client (and within ten (10) days in the case of non-payment); or (b) Nivo1 reasonably determines that Client's actions are likely to cause legal liability for Nivo1 or its suppliers or other customers.
- 11.4. Additional Effects of Termination. Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if Client does not renew in accordance with Section 11.2, the rights and licenses granted hereunder will automatically terminate, and Client may not continue to use the Application Services. Nivo1 will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. Upon expiration or termination of this Agreement, except as otherwise set forth in the Order Form, Nivo1 will have no other further obligation to maintain or provide access to Client Content. Client agrees that if Client terminates this Agreement, Nivo1 is not obligated to refund any portion of Subscription Fees already paid to Nivo1. Upon the termination of this Agreement for any reason, Client shall, at Client's sole cost and expense, immediately cease using the Application Services. Termination of this Agreement shall not limit Nivo1 from pursuing any other remedies available to it, including injunctive relief.
12. Provision of Services.
- 12.1. Professional Services. Beyond any Rollout Services specified in the Order Form, Nivo1 may provide Client with additional professional services subject to availability, in accordance with a separate Nivo1 Professional Services Agreement, such agreement to be separately negotiated between Nivo1 and Client.

13. Miscellaneous.

- 13.1. General. The parties are independent contractors, and no branch or agency, partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. Headings in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.
- 13.2. Severability. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 13.3. Assignment. Client may not assign this Agreement, in whole or in part, without Nivo1's prior written consent, except that Client may assign this Agreement without Nivo1 consent, in connection with a merger or acquisition, provided that the assignee assumes all of the obligations of Client hereunder and is not a Nivo1 competitor and provided further that Client provide Nivo1 with reasonable prior written notice of such merger or acquisition. Any attempt to assign this Agreement other than as permitted above will be null and void. Nivo1 may assign any of its, rights, obligations or this Agreement without Client's consent, provided that Nivo1 will provide Client with notice if it assigns this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.4. Entire Agreement; Breach and Waiver; Amendment. This Agreement, including all Exhibits and addenda hereto, and the Order Forms constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the party against whom the waiver, modification or amendment is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms shall be null and void. No waiver of any breach of this Agreement shall constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement.
- 13.5. Force Majeure. Subject to the further provisions of this Section, any delays or failures by either party hereto in the performance of the obligations hereunder (excluding payment obligations) shall be excused if and to the extent such delays or failures are caused by occurrences beyond such party's control, including, without limitation, acts of God, strikes or other labor disturbances, war, whether declared or not, sabotage, and/or any other cause or causes, whether similar or dissimilar to those herein specified, which cannot reasonably be controlled by such party. The period of excused performance pursuant to the foregoing shall be (and only shall be) the actual period during which such an occurrence continues. Accordingly, neither party hereto shall have the right to terminate this Agreement for cause on account of a failure of the other party timely to perform its obligations hereunder during the period of such excused performance pursuant to the foregoing.
- 13.6. Federal Government End Use Provisions. Nivo1 provides the Application Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Application Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights

in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Nivo1 to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

- 13.7. **Governing Law; English Language.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law or the United Nations Convention on International Sales of Goods. Any legal actions or proceeding arising under this Agreement will be brought by Client exclusively in the federal or state courts located in Allegheny County, Pennsylvania and Client hereby consents to personal jurisdiction and venue therein; Nivo1 may bring any legal actions or proceeding arising under this agreement in any court of competent jurisdiction and the foregoing shall not be deemed to preclude the enforcement by Nivo1 of any judgment obtained or the taking of any action by Nivo1 under this Agreement to enforce the same in any appropriate jurisdiction. The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents s'y rattachant, y compris tout avis, soient rédigés en langue anglaise seulement.
- 13.8. **Hiring.** Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the Application Services or during the twelve (12) months thereafter. For purposes of this Section 13.8, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Application Services.
- 13.9. **Survival.** All of the obligations of each party under this Agreement which are not, by the express terms of this Agreement, fully to be performed during the term of this Agreement, shall survive the termination of this Agreement for any reason.
- 13.10. **Notices.** All notices required or contemplated by this Agreement shall be in writing. Notices from Client to Nivo1 shall be delivered or mailed to Nivo1, 210 Sixth Avenue, Suite 310, Pittsburgh, PA 15222, Attention: Finance Department, or emailed to finance@nivo1.com and notices from Nivo1 to Client shall be delivered or mailed to Client at the address given above. Any notice to be given or served hereunder by either party shall be deemed given and received hereunder when delivered personally or three (3) days after being mailed certified mail, postage prepaid, to Client or Nivo1 in accordance with this Section.
- 13.11. **Counterparts and Exchange by Email or Fax.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by email or fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.
- 13.12. **Reference.** Nivo1 may refer to you as a customer in sales and marketing activities. Upon consent from you, Nivo1 may provide you as a reference to companies considering AP Express. Nivo1 will coordinate the timing and logistics of the call based on Client's availability.

SCHEDULE 1

FORMS OF PAYMENT

Nivo1 accepts ACH as a form of payment for outstanding invoices. Issuing payment via ACH cuts costs and cuts postal delivery times. If you have the ability to pay via ACH, please accept the below direct payment authorization form from Nivo1. If you have your own form, please send it to finance@nivo1.com and we will fill it out. Thank you!

Direct Payment Authorization

Company Name: Nivo1 LLC

Address: 210 Sixth Avenue, Suite 310
Pittsburgh, PA 15222

Phone: 412-535-5720

Email for Remittance Advice: finance@nivo1.com

Please send ACH payments to the following account

Banking Institution Name: PNC Bank
Bank Address: 1736 E. Carson Street
Pittsburgh, PA 15203
ABA/Transit Routing #: 021052053
Account Number: 32552190
Account Type: Checking



This is a voluntary plan for which Nivo1 LLC assumes all responsibility. Nivo1 LLC understands that it must notify all customers who pay via ACH of any changes that might affect this deposit.

Please direct any questions to finance@nivo1.com.

Accounts Payable Contact		Nivo1 Accounts Receivable Contact	
Name:		Name:	Finance Department
Address:		Remit To Address:	Nivo1 LLC 210 Sixth Avenue, Suite 310 Pittsburgh, PA 15222
Phone:		Phone:	(412) 535-5720
Fax:		Fax:	
E-Mail:		E-Mail:	finance@nivo1.com
PO#:			
Note:	Invoices will be emailed to the above email address.		



EXHIBIT A
FEE SCHEDULE

AP Express Annual Subscription Pricing

Annual Invoice Volume	Annual Subscription
Up to 15,000	\$40,000
15,001 - 25,000	\$50,000
25,001 - 35,000	\$66,500
35,001 - 45,000	\$81,000
45,001 - 55,000	\$93,500
55,001 - 65,000	\$104,000
65,001 - 75,000	\$112,500
75,001 - 85,000	\$119,000
85,001 - 95,000	\$123,500
95,001 - 105,000	\$126,000
105,000 +	Custom pricing

AP Express annual subscription price is determined by the number of invoices customers process annually. The annual subscription includes Invoice Capture & OCR, AP Workflow Automation, Approval Routing, Pre-built ERP integration for Oracle ERP Cloud, Oracle E-Business Suite and JD Edwards, Dashboards & Reporting, 24x7 Support, and Upgrades.

AP Express Implementation & Training Pricing (One-Time Fee)

The implementation and training pricing for the AP Express is calculated at 50% the annual AP Express subscription. For example, if the AP Express annual subscription is \$40,000, the AP Express implementation and training price would be \$20,000 ($\$40,000 \times 50\% = \$20,000$).

AP Express Supplier Portal Annual Subscription Pricing

The annual subscription for the AP Express Supplier Portal is calculated at 60% the annual AP Express subscription. For example, if the AP Express annual subscription is \$40,000, the AP Express Supplier Portal annual subscription would be \$24,000 ($\$40,000 \times 60\% = \$24,000$).

AP Express Supplier Portal annual subscription includes full-use rights for both buyers (AP Express users) and their suppliers, 24x7 support, and Upgrades.