**Master Services Agreement**

This Master Services Agreement (“Agreement”) is effective as of \_\_\_\_\_\_\_\_\_\_, 2022 (Effective Date”) by and between GRAX, Inc. with its principal office located at 6 Liberty Square, Suite 2461, Boston, MA, 02109 (“GRAX”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its principal office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”). Each a “party” and collectively the “parties”.

**1. Definitions and Interpretation**

Capitalized terms used in Agreement and not defined elsewhere in this Agreement shall have the meanings identified below:

a. Affiliate means an entity that Controls, is Controlled by, or is under common Control with, a party. “Control” means direct or indirect ownership of more than 50% of an entity’s voting interest; or otherwise the power to direct the management of an entity, directly or indirectly.

b. Agreement means this Master Services Agreement, any Order Forms referencing this Agreement, as well as any exhibits or attachments to any of the foregoing.

c. Authorized User means Customer, its Affiliates, and if applicable, the employees and consultants of Customer and its Affiliates who Customer or the respective Affiliate authorizes to access the GRAX Service for Customer’s or its Affiliates’ internal business purposes. All Authorized Users shall use the GRAX Service in accordance with this Agreement.

d. Confidential Information means nonpublic proprietary information of either party or its Affiliates, and any third party information that a party has agreed to treat as confidential, which is either designated in writing as “confidential” or “proprietary” or otherwise is of such a nature that it is reasonably obvious the information should be considered to be confidential; provided, that notwithstanding the above, all computer code that forms the basis of the GRAX Service shall be considered “Confidential Information” of GRAX. Notwithstanding the foregoing, no information shall be deemed to be “Confidential Information” for purposes of this Agreement to the extent that the receiving party can establish with competent evidence that such information: (i) was known to the receiving party prior to receipt from the disclosing party and not otherwise subject to an obligation of confidentiality to the disclosing party; (ii) was generally known to the public (including by being lawfully accessible by the public on the Internet) prior to receipt from the disclosing party; (iii) becomes generally known to the public through no fault or omission of the receiving party; or (iv) was received by the receiving party in good faith from a third party who is not subject to an obligation of confidentiality.

e. Customer means the customer named above in the preamble. If an Affiliate of Customer is entering into an Order Form with GRAX under this Agreement, then all references to Customer hereunder shall refer to such Affiliate.

f. Customer Data means all content, data or other information which Customer and its Authorized Users store, manage, access or otherwise use on the GRAX Service.

g. Documentation means, with respect to the GRAX Service, the user documentation that GRAX provides or makes available to Customer at [documentation.grax.io] (including future updates thereto).

h. Intellectual Property Rights means any and all now known or hereafter known or existing patents, copyrights, trademarks, trade secrets, Confidential Information or other intellectual property rights and all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in the foregoing, including moral rights).

i. Order Form means the ordering document, including without limitation, purchase orders and statements of work (SOWs), in a format signed by the parties, pursuant to which Customer shall place orders for the GRAX Services to be provided by GRAX under this Agreement. Order Forms shall include, without limitation, the GRAX Services ordered, pricing, bill to, sold to, and the Term. Each Order Form shall be a part of and shall be governed by this Agreement, notwithstanding any terms to the contrary stated in such ordering document.

j. Term has the meaning set forth in Section 7.a.

k. GRAX Service means the GRAX products and services that are licensed by GRAX to Customer on a “software as a service” basis pursuant to this Agreement (and as specified in the Order Form) and shall include, without limitation, future updates and versions of such GRAX products and services.

l. GRAX Technology means any of GRAX’s technology, software, library of codes, processes, tools, and business methods used to provide the GRAX Service, but specifically excluding Customer Data and Customer Confidential Information.

**2. GRAX Service (Access and Use)**

a. Scope of Agreement. Customer agrees to subscribe to use the GRAX Service, and GRAX agrees to provide the GRAX Service to Customer and its Authorized Users, pursuant to the terms of the Agreement and the Order Form. The Customer shall procure and is responsible for its Authorized Users compliance with the terms of this Agreement.

b. Right to Access and Use. Subject to this Agreement, and as specified in each additional Order Form, GRAX will provide to Customer and its Authorized Users the limited, non-exclusive, non-transferable right to access (including any access protocols necessary to exercise such right) and use the GRAX Service and the related Documentation during the Term for Customer’s and its Affiliates’ internal business purposes, and not for providing data management, analysis or processing to third parties. Any Order Form may be amended by the written agreement of both Customer and GRAX (which may be accomplished via electronic means).

c. Third Party Services. The GRAX Service integrates with third-party services (e.g. Salesforce.com, etc.) (each a “Third Party Service”) and your use of the GRAX Service may depend on the continuing availability and access to such Third Party Service and any necessary interfaces. If for any reason that is not attributable to GRAX or any third party for which GRAX is responsible, GRAX cannot access or use any applicable Third Party Service, GRAX may not be able to provide all of the functions of its service, and GRAX will not be responsible for any degradation of the GRAX Service. If all or any portion of the GRAX Service is unavailable as a result of issues or failures relating to the Third Party Service, which issues or failures are not attributable to GRAX or a third party for which GRAX is responsible, no refund or credit will be provided. The Customer is solely responsible for its relationship with the Third Party Service provider. The GRAX Service may provide, or third parties may provide, links to other resources, services or sites, or data or other content from third parties. Because GRAX has no control over such third party resources, services or sites, GRAX is not responsible for their availability, and GRAX does not endorse and are not responsible or liable for any data, content, advertising, products, or other materials on or available from such resources, services or sites. GRAX is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such data, content, goods or services available on or through any such resource site or service.

d. Support. GRAX will provide the GRAX Service and support in accordance with this Agreement and the GRAX SLA attached hereto as Exhibit A, which is made a part of this Agreement by reference. GRAX will provide email and in-app support response 24 hours per day on non-holiday weekdays. Email and in-app questions can be submitted through the help tab in the far right side of the GRAX Application or by emailing help@grax.com. Responses are provided as best effort, over a 24 hour period with initial response occurring within one business day of initial receipt of submission.

e. Service Rules, Guidelines and Restrictions. Customer shall have the right to use the GRAX Service and Documentation solely for Customer’s and its Affiliates’ internal business purposes, and shall not allow third parties (other than Authorized Users) to gain access to or use the GRAX Service. Customer shall not use the GRAX Service, or any information obtained through the GRAX Service for any unlawful or unauthorized purpose. In addition, Customer (and Customer’s Authorized Users) shall not use the GRAX Service to: (i) track or collect information in a manner that is illegal; (ii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (iii) interfere with or disrupt the integrity or performance of the GRAX Service or the data contained therein; (iv) attempt to gain unauthorized access to the GRAX Service or the GRAX Technology; or (v) interfere with another user’s use and enjoyment of the GRAX Service.

f. Changes to the GRAX Service.

GRAX reserves the right to modify, adapt or change the GRAX Service or the method of providing it, for example, in order to provide new functionality or features or to comply with the applicable legal framework. GRAX shall notify the Customer of any implementation of changes that affects the key features of the GRAX Service, or the performance, functionality, features, availability, accessibility, or security of the GRAX Service. Within thirty (30) days of its receipt of such notice, the Customer may terminate this Agreement by providing written notice to GRAX if Customer reasonably believes that such changes diminish its use of the GRAX Service. Unless otherwise agreed between the parties, the termination shall be effective as of the date the change is implemented by GRAX. Should the Customer not exercise its right to termination in accordance herewith, the Customer shall be deemed to have accepted the change. However, notwithstanding the foregoing or anything to the contrary in this Agreement, GRAX shall not be entitled to make any changes to the GRAX Service during the Term that would result in a material reduction of the performance, functionality, features, availability, accessibility, or security of the GRAX Service, or that would make it necessary for the Customer to make changes to its IT infrastructure to continue using the GRAX Service in accordance with the terms of this Agreement.

**3. Proprietary Rights**

a. Reservation of Rights. As between Customer and GRAX, GRAX owns all right, title and interest in and to the GRAX Service, the GRAX Technology, the Documentation, the GRAX Confidential Information and all Intellectual Property Rights therein, and subject to the limited rights expressly granted under this Agreement, GRAX reserves all rights, title and interest therein. No rights are granted to Customer under this Agreement other than as expressly set forth in this Agreement. Customer shall not (i) modify or copy the GRAX Service or the Documentation or create any derivative works based on the GRAX Service or the Documentation, provided that Customer may make reasonable copies or extracts of the Documentation for its internal use; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the GRAX Service or the Documentation available to any third party, other than to Authorized Users as permitted herein; (iii) reverse engineer, disassemble, decompile or otherwise attempt to reconstruct any of the GRAX Service or GRAX Technology, including attempting to obtain the source code for any component of the GRAX Technology; or (iv) use the GRAX Service or the Documentation in any way which violates any applicable laws or regulations.

b. Customer Data and Reservation of Rights. No right, title or interest in any Intellectual Property Right of Customer or its Authorized Users transfers to GRAX as a result of this Agreement, except for the limited rights stated in the Agreement. As between Customer and GRAX, Customer shall own all Customer Data, Custmer Confidential Information and any Intellectual Property Rights therein. Subject to the limited rights expressly granted under this Agreement, Customer reserves all rights, title and interest in and to the Customer Data and any Intellectual Property Rights therein. Notwithstanding anything to the contrary in this Agreement, GRAX shall not access, use, copy, modify, distribute, publish, disclose or process Customer Data, except to the limited extent necessary to provide the GRAX Service and related support to the Customer and its Affiliates in accordance with the terms of this Agreement. GRAX does not control Customer Data and is in no way responsible for the accuracy, integrity or quality of such Customer Data. Under no circumstances will GRAX be liable in any way for any Customer Data, including, but not limited to, for any errors or omissions in any Customer Data, or for any loss or damage of any kind incurred as a result of the use of any Customer Data transmitted via the GRAX Service. Customer must evaluate, and bear all risks associated with, the Customer Data, including any reliance on the accuracy, completeness, or usefulness of such Data.

**4. Confidentiality and Security**

a. Confidentiality. Each of Customer and GRAX agrees that all items of Confidential Information are proprietary to the disclosing party (or the applicable third party) and will remain the sole property of the disclosing party (or such third party). Each of Customer and GRAX further agrees as follows: (i) to use, reproduce or disclose the Confidential Information disclosed by the other party only for the purposes authorized by this Agreement or as necessary to carry out its obligations and exercise its rights under this Agreement (in particular, GRAX shall be permitted to use Customer’s Confidential Information to the limited extent necessary to provide the GRAX Service to the Customer and its Affiliates, and to perform GRAX’s other obligations in relation to the Customer and its Affiliates as set forth in and in accordance with the terms of this Agreement, or in accordance with Customer’s written instructions), and to otherwise hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (ii) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who (x) have a need to have access to such information for the purpose described in subsection (i); and (y) who have been advised of the confidentiality restrictions on such information and are required to treat and protect such information in accordance with the terms of this Agreement; and (iii) to return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement. Each Party shall, through confidentiality undertakings with its personnel, agents or consultants, or through other appropriate measures, ensure compliance with the above duty of confidentiality and be responsible for any unauthorized disclosure made by such personnel, agents or consultants.

Notwithstanding the foregoing, each party may disclose Confidential Information of the disclosing party to the limited extent required in order to comply with applicable law or court order, provided that the party making the disclosure pursuant to such law or court order shall first have given notice to the disclosing party (unless otherwise prohibited by applicable law) and shall have provided such assistance as may be reasonably requested by the disclosing party, at the disclosing party’s sole cost and expense, to limit such disclosure. The provisions of this Section shall survive any expiration or termination of this Agreement.

b. Security. GRAX agrees, at all times during the Term of this Agreement, to maintain data security in a manner which conforms to SOC 2 Standards and to: (i) maintain commercially reasonable network security using network firewall provisioning, intrusion detection, and vulnerability assessments; (ii) preserve the confidentiality, integrity and accessibility of Customer’s Confidential Information, including Customer Data, with adequate and appropriate administrative, technical and physical measures; (iii) store, process, and maintain Customer’s Confidential Information solely on designated servers with no Customer Confidential Information transferred to any portable device or storage medium, unless encrypted and for the purpose of either providing technical support services or a designated backup; and (iv) store all Customer Confidential Information in encrypted form, using a commercially supported encryption solution. Customer and each of Customer’s Authorized Users shall be obligated to keep all passwords confidential, and will be responsible for all use of Customer’s and Customer’s Authorized Users’ passwords and Customer’s account. Customer shall notify GRAX immediately of any unauthorized use of any such passwords or Customer’s account used for access to the GRAX Service, or any other known or suspected breach of security related to the GRAX Service.

**5. Warranties; Limitation of Liability**

a. Warranties. GRAX WARRANTS THAT THE GRAX SERVICE PROVIDED UNDER THIS AGREEMENT SHALL COMPLY WITH AND BE PROVIDED IN ACCORDANCE WITH (i) THE TERMS OF THIS AGREEMENT (INCLUDING THE APPLICABLE DOCUMENTATION); AND (ii) APPLICABLE LAWS AND REGULATIONS. THE GRAX SERVICE AND ALL OTHER GRAX PRODUCTS, SERVICES AND MATERIALS ARE OTHERWISE PROVIDED BY GRAX “AS IS” AND GRAX DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. GRAX DOES NOT WARRANT OR GUARANTEE THAT ALL ERRORS CAN OR WILL BE CORRECTED, THAT THE GRAX SERVICE WILL OPERATE WITHOUT ERROR, OR THAT CUSTOMER’S USE OF THE GRAX SERVICE WILL PRODUCE ANY SPECIFIC RESULTS.

b. Limitation of Liability. SUBJECT TO SECTION 5.C, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO THE OTHER PARTY OR ANY OF THE OTHER PARTY’S OFFICERS, DIRECTORS, EMPLOYEES, USERS, CUSTOMERS OR AGENTS FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE NATURE OF THE CLAIM (EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUBJECT TO SECTION 5.C, EACH PARTY’S TOTAL AND AGGREGATE LIABILITY FOR ALL CASES AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER BROUGHT IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER FOR THE GRAX SERVICES (INCLUDING ANY SUPPORT SERVICES) DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

c. The limitation of liability set forth in Section 5.a and 5.b shall not apply to either party’s (i) fraud, gross negligence or intentional misconduct; or (ii) indemnification obligations for a third party claim of intellectual property infringement. Notwithstanding anything to the contrary, a breach of either party’s confidentiality and security obligations hereunder shall not exceed five times the total fees paid by Customer for the Grax Service (including any support services) during the twelve months immediately preceding the claim. Each party acknowledges and agrees that the disclaimers, exclusions and limitations of liability set forth in this Section 5 form an essential basis of this Agreement, and that absent these disclaimers, exclusions and limitations of liability, the terms of this Agreement, including the economic terms, would be substantially different.

**6. Pricing and Payment**

a. Payment of Fees and Expenses. Customer shall pay to GRAX, without offset or deduction, the fees as set forth in each Order Form. All payments under this Agreement are to be in U.S. dollars. Unless otherwise provided in the applicable Order Form, all fees shall be payable Net 30. If Customer fails to pay any amount payable under this Agreement by the date due, GRAX shall have the right to recover from Customer all expenses of collection (including reasonable legal fees). In addition to any other right or remedy available to GRAX at law or equity under this Agreement, GRAX has the right to suspend the GRAX Service for non-payment of any undisputed amounts, provided that GRAX notifies the Customer in writing no less than five (5) business days prior to suspending the GRAX Service. The suspension shall only continue until GRAX has received full payment of the undisputed amount. GRAX may, in its sole discretion, charge a fee to reinstate a suspended account. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) will accrue daily on any unpaid balance which is more than 30 days old.

b. Fee Increases. GRAX may provide written notice of its intention to increase fees in any renewal Term. Such notice will be provided at least sixty (60) days prior to the beginning of a renewal term. If the proposed new fees are unacceptable to Customer, Customer has the option not to renew as provided in Section 7.a

c. Taxes. Customer is solely responsible for paying any sales, use, value added or other taxes attributed to Customer’s fee for the GRAX Service (and support related thereto), other than taxes that are statutorily imposed on GRAX, including taxes or fees measured by GRAX’s net or gross income.

**7. Term and Termination**

a. Term. This Agreement shall be effective from the Effective Date and shall apply to GRAX’s provision of the GRAX Service and Customer’s access to and use of the GRAX Service for so long as there is an Order Form in effect (the “Term”). Unless expressly provided otherwise in an Order Form, the initial term of the Order Form shall begin on the date both parties have accepted the Order Form or, if applicable, the effective date specified in such Order Form, and shall expire on the first anniversary of such date, unless earlier terminated in accordance with this Agreement.

b. Termination for Breach. Either party may immediately terminate this Agreement or any separate Order Form and the Customer’s use of the GRAX Service if the other party materially breaches any term or condition of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of such breach from the other party or, if the other party becomes insolvent, institutes a composition with its creditors, suffers or permits the appointment of a receiver for its business or assets, or is declared bankrupt or insolvent under applicable bankruptcy or insolvency laws.

c. Right to Suspend. GRAX reserves the right, in its sole discretion, to immediately suspend the provision of the GRAX Service, or any portion thereof, to Customer at any time: (i) if Customer uses the GRAX Service and/or the GRAX Technology in any manner that produces, or is reasonably likely to produce, a detrimental impact on other users or the operation or performance of the GRAX Service or the GRAX Technology; (ii) to protect against the commission of suspected illegal activities, or (iii) unexpected technical or security issues or problems. GRAX will notify Customer in advance of any such suspension unless the situation is such that GRAX cannot reasonably provide advance notice, and, if possible, work with Customer to avert such action. If advance prior notice is not possible, GRAX must notify Customer of a suspension under this Section as soon as practicable. The suspension shall only continue for as long as necessary to remedy the issue causing the suspension.

d. Rights and Obligations Upon Termination. Upon termination or expiration of Customer’s use of the GRAX Service for any reason (or in the case of termination or expiration of an Order Form, under that Order Form) (i) all future rights granted under this Agreement to Customer and granted by Customer to GRAX shall terminate, and GRAX shall immediately discontinue Customer’s access to the GRAX Service and any other services provided hereunder, and (ii) Customer shall return all Confidential Information and documentation related to the GRAX Service (iii) For the following 15 days GRAX will make the SaaS Services available for Customer to export any Customer Data that is stored in a GRAX owed storage container at no additional charge into the equivalent Customer owned storage container. After such 15-day period, GRAX will have no obligation to maintain the Customer Data and will destroy the Customer Data without notification to the Customer.

e. Survival. All provisions of this Agreement which by their nature are intended to survive the termination of the Customer’s use of the GRAX Service, shall survive, including without limitation obligations regarding Proprietary Rights, Confidentiality, Disclaimer of Warranties, Limitation of Liability, Rights and Obligations Upon Termination, Indemnification, Dispute Resolution and General.

**8. Indemnification**

a. Indemnification by Customer. Customer shall defend, indemnify and hold harmless GRAX, its officers, directors, employees, and representatives from and against any damages, liabilities and/or losses (including without limitation court costs and reasonable attorneys’ fees) (collectively, “Losses”) arising out of a third party claim, suit or action (each a “Claim”) to the extent resulting from or alleged to have resulted from a material breach by Customer or its Authorized Users of Sections 2.b or 3.a.

b. Indemnification by GRAX. GRAX shall defend, indemnify, and hold harmless Customer, its officers, directors, employees, and representatives from and against any Losses arising out of a Claim to the extent resulting from or alleged to have resulted from (i) the infringement of third party Intellectual Property Rights by the GRAX Service or the Customer’s use thereof in accordance with the terms of this Agreement; (ii) GRAX’s violation of any applicable laws or regulations in connection with providing the GRAX Service to the Customer. In the event a claim of infringement subject to indemnification is made, or GRAX believes that such a claim is likely to be made, GRAX shall, in addition to its indemnification obligation, at its expense, either: (i) procure for Customer the right to continue using the GRAX Service; or (ii) replace or modify the GRAX Service so that they become non-infringing (while substantially preserving its functionality or performance); or (iii) if neither (i) nor (ii) above is commercially reasonable, terminate Customer’s use of the GRAX Service (and the applicable Order Form) and issue a refund for any prepaid but undelivered GRAX Service. This Section states the sole remedy of Customer and the entire liability of GRAX with respect to any infringement caused by the use of the GRAX Service.

c. Procedure. The indemnification obligations set forth herein shall be conditioned on the indemnified party (i) promptly notifying the indemnifying party in writing of the Claim; and (ii) giving the indemnifying party the sole control of the defense and any settlement negotiations, and (iii) giving the indemnifying party the information, authority and assistance the indemnifying reasonably needs to defend against or settle the Claim. The indemnifying party will obtain the indemnified party’s prior written approval of the indemnifying party’s settlement or compromise of a claim. The indemnified party will not unreasonably withhold or delay its approval of the request for settlement or compromise.

**9. Dispute Resolution**

In the event of a material dispute between the parties, the parties will work together in good faith to resolve the issue internally, by escalating the dispute to higher levels of management, prior to resorting to any termination of this Agreement and/or litigation.

**10. General**

a. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, overnight courier or by first class mail, postage prepaid to the addresses appearing at the beginning of this Agreement, or as changed through written notice to the other party. Notice given by personal service or overnight courier shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third (3rd) business day following its placement in the mail addressed to the addressee.

b. Publicity. During the term of this Agreement, with Customer’s written consent, Customer grants GRAX the right (i) to use Customer’s logo and name on GRAX’s website and/or customer lists; and (ii) to issue a press release announcing the Customer relationship and identifying the type of GRAX Services purchased by Customer provided, however, that the wording of any such press release or announcement shall be approved in advance by Customer, which approval shall not be unreasonably withheld.

c. Entire Agreement. This Agreement, any attachments to this Agreement and any Order Forms executed hereunder, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

d. Assignment. Neither Party shall assign its obligations under this Agreement without the prior written consent of the other party (not to be unreasonably withheld), except that either party may assign this Agreement in whole or in part to any Affiliate or to any third party that acquires all or substantially all of such party’s business or assets that relate to this Agreement upon written notice to the other party. Any attempted assignment in violation of this restriction is void. Subject to the foregoing limitation, this Agreement shall be binding upon, and inure to the benefit of, GRAX and Customer and their respective legal representatives, successors and permitted assigns.

e. Amendment; Non-Waiver. Neither this Agreement nor an Order Form may be modified, amended, rescinded, canceled or waived, in whole or part, except by a written instrument signed by the parties; provided, that any unilateral undertaking or waiver made by one party in favor of the other shall be enforceable if set forth in a writing signed by the party to be charged with the undertaking or waiver. The failure or delay of a party to enforce or require performance of any provision of this Agreement shall not in any manner affect that party’s right to later enforce or require performance of such provision or be construed to be a waiver thereof. A waiver by either of the parties hereto of any provision of this Agreement shall not be construed to be a waiver of any succeeding breach thereof or of any other provision contained herein.

f. Force Majeure. Neither party shall be liable for, and shall be excused from, any failure of or delay in performance directly or indirectly caused by events and factors beyond such party’s reasonable control, whether or not foreseeable, (“Force Majeure”), including, without limitation, causes beyond the control of a party, including, without limitation, acts of God, acts of the public enemy, acts of a government authority, agency or body, fire, floods, epidemics, pandemics, quarantine restrictions, strikes, civil commotions, embargoes, or any unusually severe weather conditions. The party affected by such an event shall promptly notify the other party in writing and shall take reasonable steps to resume performance with the least possible delay.

g. Injunctive Relief. Each party agrees that the other party may suffer irreparable harm in the event of any breach of the provisions of Section 4 and that monetary damages may be inadequate to compensate such other party for such breach. As a result, each party agrees that, in the event of a breach or threatened breach of any of the provisions of Section 4 by such party, in addition to and not in limitation of any other rights, remedies or damages available to the other party at law, in equity or otherwise, such other party will be entitled to seek a temporary restraining order, preliminary injunction, permanent injunction and such other equitable relief as is necessary to prevent or restrain any such breach or threatened breach without the necessity of posting a bond.

h. Choice of Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws. Any litigation arising from or relating to this Agreement shall be filed and prosecuted before a court of competent subject matter jurisdiction located in Massachusetts. The parties hereby consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on any alleged lack of jurisdiction or any alleged inconvenience, inefficiency or unfairness of such courts.

i. No Solicitation. Customer and its Affiliates, shall not, during the Term and continuing for a period of one (1) year following termination of this Agreement, either directly or indirectly solicit the employment nor hire any employee of GRAX or its Affiliates. The restrictions contained herein do not include the placing of advertisements in newspapers, websites or other general communication methods.

j. Independent Contractors. The relationship of GRAX and Customer hereunder at all times shall be solely that of independent contractors with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a relationship of partnership, joint venture or employment between the parties.

k. Severability. If any provision of this Agreement is determined to be invalid, illegal or otherwise unenforceable, then such provision will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. If after application of the immediately preceding sentence any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be severed, and after any such severance, all other provisions hereof shall remain in full force and effect.

l. Order of Precedence. If a conflict exists between any of the terms in the Agreement, then the Order Form will govern, followed by this Agreement. For the avoidance of doubt, where an Order Form includes additional or more specific terms and conditions with respect to a concept addressed generally in this Agreement, no conflict shall be deemed to exist.

m. Interpretation. Unless the context otherwise requires, the words “include” and “including” and words of similar effect shall not be deemed to limit the general effect of the words which precede them, and the word “or” has the inclusive meaning frequently identified with the phrase “and/or”.

n. Counterparts. This Agreement may be executed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A facsimile or electronically transmitted signature shall be considered the same as an original signature.

**The parties have executed this Agreement as of the Effective Date.**

| **Customer:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **GRAX, Inc.** |  |
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EXHIBIT A - GRAX SLA

**GRAX Standard Support Plan**

GRAX will assign reasonable technical support and engineering resources to resolve Customer submitted tickets depending on the severity of the Customer ticket. A First Response will be sent to Customer for the submitted ticket depending on the severity of the ticket, in the timeframe set forth by the applicable Standard Support Plan in the table below. In this context, a “First Response” means an acknowledgment to the Customer that the support request has been received by the GRAX Support Team.

Users can submit cases over the In-app Support form or via email to help@grax.com GRAX will use commercially reasonable efforts to promptly respond to and resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a ﬁx, workaround or other solution in GRAX's reasonable determination.

**How to Request Support – Quick Guide**

● Explore detailed documentation through the GRAX documentation site at https://documentation.grax.io/

● Help Ticket: Create a help ticket through the “Help” tab within your GRAX application

● Support availability is during non-US holiday business hours Monday thru Friday (9-5 EST) for Standard Support

● Email help@grax.com

**Escalation Matrix**

##  Standard Support Response Times & Availability

| Severity | Priority | First SLA Response | Availability |
| --- | --- | --- | --- |
| 1 | Critical Production Issue | 4 business hours | 9-5 EST US business days |
| 2 | Non-Critical Production Issue | 12 business hours | 9-5 EST US business days |
| 3 | Question or Non-Production Issue | 24 business hours | 9-5 EST US business days |

Note: Standard Support requests received after business hours (9-5 EST) will be addressed the following business day.

Note: GRAX has partnered and established a Service Partnership with logicline GmbH, located in Planiestraße 10, 71063 Sindelfingen, Germany to facilitate the deployment and on-going support of organizations using the GRAX product in non-US hours. This partnership allows organizations to submit support request via normal support channels and be reviewed by logicline GmbH in the local time (CET). logicline GmbH will work in conjunction with GRAX support to adhere to and meet SLA response times as outline in this document. logicline GmbH has access to GRAX support system to manage and facilitate support and deployment.

Deﬁnitions

| Severity | Priority | Deﬁnitions |
| --- | --- | --- |
| 1 | Critical Production Issue | A business-stopping emergency caused by a complete loss of GRAX service or major feature degradation, resulting in a mission-critical production failure. Issue is in a production org. |
| 2 | Non-Critical Production Issue | Production issues that do not affect general business operations. Issue is in a production org. |
| 3 | Question or Non-Production Issue | General questions, non-production issues and/or support requests. Issue is in a sandbox. |

**Issue resolution standards**

**Critical Production Issue (Sev 1)**

A business-stopping emergency caused by a complete loss of GRAX service or major feature degradation, resulting in a mission-critical production failure.

Response time: Requires email ticket - response time based upon email receipt; however, GRAX team can provide troubleshooting via bridge assistance no sooner than the stated minimum response timeframe.

Resolution: Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a ﬁx, workaround, software update, or other solution in GRAX's reasonable determination.

Root Cause Analysis

GRAX cannot commit to completing a root cause analysis (RCA) any sooner than 15 days after the incident and no sooner than 7 days after it is requested.

Data Correction

If possible, GRAX will take all commercially reasonable measures to correct data affected by the Critical Production Issue.

Workaround Technique

If possible, GRAX will provide the Customer with an alternate method to perform or accomplish the same task, until resolution.

**Non-Critical Production Issue (Sev 2)**

Production issues that do not impede critical processes.

Response times: requires email ticket - response time based upon email receipt

Resolution time: Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround, software update, or other solution in GRAX's reasonable determination.

Data Correction

If possible, GRAX will take all commercially reasonable measures to correct data affected by the

Non-Critical Production Issue.

Workaround Technique

If possible, GRAX will provide the Customer with an alternate method to perform or accomplish the same task, until resolution.

**Non-Production Issue / Question (Sev 3)**

General questions, non-production issues and/or support requests.

Response time: requires email ticket - response time based upon email receipt

Resolution time: Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround, software update, or other solution in GRAX's reasonable determination.

Workaround Technique

If possible, GRAX will provide the Customer with an alternate method to perform or accomplish the same task, until the issue is resolved in the next appropriate release of the software system.

**Additional Information**

Assistance

GRAX must be able to reproduce errors to resolve them. Customer agrees to assist and work closely with GRAX to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Customers may be asked to provide remote access to their application environment.

Language

Support is available only in English.

Exclusions

Assistance with other AppExchange applications (installs/uninstalls/customization).

Assistance with non-GRAX products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.

Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Assistance with the implementation or system administration of Salesforce.com, permission and access policies, data manipulation (de-duping, merging, cleansing), VisualForce and custom Apex code.

GRAX is not responsible for any outage to the extent resulting from the following, which would all therefore not be included in the calculation of the “Qualifying Outage Minutes”:

(A) Periods of Scheduled Downtime.

(B) Outage due to system administration, commands, file transfers performed by the Customer outside of published guidelines.

(C) Force Majeure events.

(D) Other outages due to inability of the user to access the internet and/or Supplier website, where inability to access the website is not the result of a failure by Supplier or its website.

(E) Outages due to instability or unavailability of Customer-provided infrastructure.

(F) Outages due to changes in Customer-owned infrastructure that have a direct impact on GRAX products.

**Notification and Reporting Standards**

Formal Problem Response Communication

(A) System Outage: Customer will be notified within a commercially reasonable timeframe of a system outage or failure.

(B) Compromised Data: Customer will be notified within 72 hrs upon determination of an actual security breach or if Customer’s data has been compromised.

(C) System Change: System changes will be available to the Customer on the GRAX

Documentation hub within seven (7) business days of the release of the revised system.

**Maintenance**

GRAX maintenance includes product upgrades and updates as needed. During the upgrade/update process GRAX Technical Support will be available for any questions or concerns. If there is a new feature or UI/UX component change, training will be provided through live tutorials or documentation.

**Monitoring**

GRAX shall utilize such measurement and monitoring tools and procedures as are required to properly measure and report performance of the Cloud Services against the applicable Service Levels. GRAX may use its reasonable discretion in selecting the tools and procedures used in measuring and monitoring performance, provided that such tools and procedures are sufficient to enable GRAX to comply with the above provisions.

**System availability**

GRAX will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which GRAX shall give advance electronic notice as provided in the Documentation), and (b) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, Non-GRAX Application, or denial of service attack. GRAX is dependent on third-party providers such as AWS, Azure, GCP, Salesforce.com system availability and is not responsible for any issues resulting from those systems not being available.

**Credits**

GRAX will not provide credits or off-sets. GRAX shall rectify any defect within a commercially reasonable period of time.