ThingTech SaaS Agreement

ThingTech

Version Information

Version	Date	Author	Comments
1.0 (Initial)	01/06/2020	James Dodelin	Initial Document Creation
2.0			Requirements Session Adjusted
2.1			Initial Data Model
4.0			Change Request Adjustments
5.0			As Delivered Specs

This SaaS Agreement ("Agreement"), effective as of the Effective Date set forth on the corresponding ordering document incorporating this Agreement by
reference (each and "Order"), is entered into by and between ThingTech, Inc., a Delaware corporation, with its principal place of business located at 3340
Peachtree Rd., Suite 1505, Atlanta, GA 30326 ("ThingTech"), and the entity set forth in the applicable Order ("Customer", and together with ThingTech, the
"Party(ies)"). The Parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it. This
Agreement includes the Terms and Conditions below, any Order referencing or otherwise incorporating this Agreement, and any schedules, exhibits, or
other attachments incorporated herein.

Overview

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1. General

: The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Schedules. In the event of a conflict between these Terms and Conditions and any Order or Schedule, these Terms and Conditions will
control, unless expressly stated to the contrary in the Order or Schedule.

1. Services

:All services provided by ThingTech under this Agreement (each as described in more detail in each Order, the "Service(s)"), including the Software Services and Professional Services, will be provided to Customer according to these Terms and Conditions, all Orders, and all schedules, exhibits, or other attachments made a part of this Agreement.

2. Changes

.ThingTech may, from time to time, make commercially reasonable changes to this Agreement, the TSS Guidelines, and the Services and related hardware, including updates and upgrades, which may be issued automatically. The use of the Services following such changes may be contingent upon Customer's agreement to additional terms. If ThingTech makes a material change to this Agreement or the TSS Guidelines, ThingTech will inform Customer. If Customer notifies ThingTech that it does not agree to such change within thirty (30) days thereof, then the previous version of the changed document will continue to apply to Customer until the end of the then-current Renewal Term. If the parties renew the Agreement at the end of such Renewal Term, the then-current version of the TSS Guidelines will apply to Customer.

3. Third-Party Services and Hardware

.Customer is solely responsible for responding to and resolving all questions and issues in any way connected to the use of hardware devices not supplied by ThingTech. The Services make use of various third-party components. ThingTech does not warrant any providers of such third party components, or any of their products or services. Customer agrees that Customer will look solely to such provider for recovery if Customer suffers any damage, loss, or injury arising out of a third-party component provided by such provider.

2. SOFTWARE SERVICES

1. Software Services

.ThingTech will provide Customer, and individual human end users that Customer permits to use ("End Users"), with access to the functionality of the software products provided by ThingTech and identified in an Order ("Software Service(s)"). ThingTech will provide the functionality of the Software Services via the Internet through the use of web browser software. During the Term and subject to Customer's compliance with this Agreement, ThingTech grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to remotely access and use, and allow End Users to remotely access and use on Customer's behalf, the Software Services solely for Customer's internal business purposes in accordance with the terms of this Agreement.

2. Restrictions

. Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be accessed or used by Customer and End Users for the benefit of Customer. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either Party any right to use the other Party's Marks, except in ThingTech's performance of the Services. All use of such Marks by either Party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

3. Technical Support

. ThingTech will provide technical support services to Customer in accordance with the TSS Guidelines set forth in Schedule 1.

4. Service Levels
. ThingTech shall provide the Software Services in accordance with the service level agreement set forth in Schedule 2.

5. Asset Tracking
. If Customer has purchased a subscription to an asset-tracking Service, Customer, on behalf of itself and its End Users, agrees that such Service and related hardware may obtain End Users' location in the manner specified in the product description for such Service. Customer may revoke this consent at any time. Geolocation and other tracking services may also be subject to carrier or service provider (e.g. Google Maps) restrictions, limitations or additional terms, and it is Customer's responsibility to comply with any such third-party requirements.

6. Video Telematics.
If Customer has purchased a subscription to video telematics, Customer is limited to 4GB of data usage per deployment per month. Data usage above the 4GB limit may incur additional fees.

3. PROFESSIONAL SERVICES

1. Professional Services
ThingTech may provide integration, implementation, or other professional services (each to the extent identified on an Order, "Professional Services") to Customer as set forth in an Order or otherwise agreed upon between the Parties.

2. ThingTech Personnel
ThingTech shall also appoint ThingTech Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, ThingTech may subcontract parts of the Professional Services to affiliated companies or third parties, provided that ThingTech shall remain responsible for the performance of the Professional Services. ThingTech is responsible for all ThingTech Personnel and for the payment of their compensation. "ThingTech Personnel" means all employees and subcontractors, if any, engaged by ThingTech to perform the Professional Services.

4. RIGHTS RESERVED

All right, title, and interest in and to the Services and all service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") of ThingTech, together with all suggestions, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof, will remain in possession of ThingTech. Customer acknowledges that the Software Services in source code, object code and any other form remains Confidential Information of ThingTech and that the Software Services in any form is not licensed to Customer by this Agreement or any Schedule and will not be provided by ThingTech. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer, or possess the Software Services, the documentation thereof, or other technical material, or any portions thereof.

5. FEES AND PAYMENT TERMS.

1. Services Fees
. For the Services provided under this Agreement, Customer will pay ThingTech the fees in the amounts set forth in the applicable Order. Unless otherwise set forth in the applicable Order, all fees may be invoiced to Customer monthly in advance. Fees are non-cancelable and non-refundable. Customer may only reduce the amount of Services in a notice of non-renewal pursuant to Section 11.1. Except as otherwise may be set forth in the applicable Order, all amounts owed shall be due 30 days from receipt by Customer of an invoice for same. All fees paid and expenses reimbursed under this Agreement will be in United States currency. ThingTech may revise its fees for any Services by providing Customer written notice at least thirty (30) days prior to the start of a Renewal Term.

2. Professional Services Fees

1. Time and Materials
. Where the Professional Services are provided on a time and materials basis:
1. the fees payable for the Professional Services shall be calculated in accordance with ThingTech's fee rates for the ThingTech Personnel set forth in the applicable Order; and
2. ThingTech shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month.

2. Fixed Price
. Where Professional Services are provided for a fixed price, the total fees for the Professional Services shall be the amount set out in the applicable Order. ThingTech shall issue invoices to Customer for the fees in accordance with

the applicable Order, or, if no payment process is specified on the Order, such amounts shall be due at the time of the execution of the Order.

3. Rate Changes

. The Parties agree that for Professional Services provided on a time and materials basis, ThingTech may increase its standard fee rates specified in the applicable Order upon written notice to Customer; provided, that ThingTech provides Customer written notice of such increase at least 30 days prior to the effective date of such increase.

3. Expenses

Customer agrees to reimburse ThingTech for all reasonable travel and expenses incurred by ThingTech in connection with the performance of the Services as specified in the applicable Order.

4. Late Payments

Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. ThingTech, at its option, may suspend the Services, in whole or in part, if ThingTech does not receive all undisputed amounts due and owing under this Agreement within 30 days after delivery of notice to Customer of the failure to pay such overdue balances. Notwithstanding anything in this Agreement to the contrary, if any form of payment by Customer (including credit card charges) is declined, ThingTech may immediately disable or cancel the Services in its sole discretion.

5. Taxes

The fees and expenses due to ThingTech as set forth in this Agreement are net amounts to be received by ThingTech, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes, or duties incurred by Customer or imposed on ThingTech in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on ThingTech's income.

6. Offset

Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

6. CUSTOMER OBLIGATIONS.

1. Technical Requirements

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Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. ThingTech neither represents nor warrants that the Software Services will be accessible through all web browser releases.

2. Use of Software Services

Customer shall not, and shall not permit others, in using the Software Services to: (i) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (ii) engage in any conduct that could constitute a criminal offense or give rise to civil liability for ThingTech; (iii) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (iv) transmit or upload any material through the Software Services containing viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing ThingTech's, or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Software Services, networks, or servers connected to the ThingTech systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Software Services; (vi) attempt to gain unauthorized access to the Software Services, other ThingTech customers' computer systems, or networks using the Software Services through any means; or (vii) interfere with another Party's use of the Software Services. ThingTech has no obligation to monitor Customer's use of the Software Services. However, ThingTech reserves the right (but has no obligation) at all times to monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable Law.
Customer shall be responsible for all acts and omissions of its End Users
as if such acts or omissions were its own. "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

3. Compliance with Law

. Customer agrees not to use or allow the use of the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, defamatory (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer and any End User. Customer will notify ThingTech immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

4. Personal Information

. The Parties acknowledge and agree that the performance of the Services, including the provision of the Software Services,

does not require ThingTech to receive, use, access, or store Personal Information, and Customer shall not provide, or allow its End Users to provide, Personal Information to ThingTech, directly, in connection with the use of the Software Services, or otherwise. Customer shall take reasonable precautions not to provide to ThingTech, and not to provide ThingTech access to, Personal Information. "Personal Information" means any information that identifies or reasonably can be used to identify an individual person or information regarding an individual person, to the extent regulated or limited by any Laws that limit or restrict the uses of, or place requirements on the transmission or storage of, Personal Information.

5. Professional Services

. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 6.5.

1. Customer Contract Manager

. Customer shall cooperate with ThingTech in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

2. Access and Assistance; Customer Materials

. Customer shall provide such access to Customer's premises, facilities, and computer systems and networks as may reasonably be requested by ThingTech for the purposes of performing the Professional Services (e.g. making each applicable vehicle available for installations for at least two (2) uninterrupted hours during normal business hours at Customer's site). Customer shall respond promptly to any ThingTech request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for ThingTech to perform the Professional Services. Customer shall provide such materials and information as set forth in the applicable Order or as ThingTech may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

3. Licenses and Consents

. Customer shall maintain all necessary licenses and consents and comply with all applicable Law in relation to the Professional Services.

4. Delay in Performance

. If ThingTech's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, ThingTech shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and ThingTech's obligation to perform will be extended by the same number of days as Customer's contingent action is delayed.

1. NON-DISCLOSURE AND CONFIDENTIALITY

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1. Disclosure.

Each Party may disclose to the other Party certain Confidential Information of such Party or of such Party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the Party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Receiving Party" refers to the Party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Receiving Party's employees or agents.

2. Requirement of Confidentiality.

The Receiving Party agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third Party without the prior written consent of the Disclosing Party, provided that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its, and its affiliates', officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 7; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of ThingTech. The obligations in this Section 7 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third Party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

3. Compelled Disclosure

. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective

order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

4. Data Use.

Customer agrees that data derived by ThingTech from ThingTech's performance of the Services or input by Customer may be used for the purposes of analysis and improvement of the Services and other products and services, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules.

2. LIMITED WARRANTY; DISCLAIMER

1. Limited Warranty

ThingTech represents and warrants that (a) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof, and (b) the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. In the event of ThingTech's breach of the foregoing warranty, ThingTech's sole and exclusive obligation and liability, and Customer's sole and exclusive remedy, shall be for ThingTech to use commercially reasonable efforts to cure such breach. If ThingTech cannot cure such breach within 30 days after Customer's written notice of such breach, Customer may, at its option, terminate the Agreement upon 30 days advance written notice to ThingTech.

2. Disclaimer

OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 8.1, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY THINGTECH. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

3. LIMITATION OF LIABILITY

1. Exclusion of Damages

. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. Liability Cap

. EXCEPT AS OTHERWISE PROVIDED IN SECTION 9.3, IN NO EVENT WILL THINGTECH'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THINGTECH PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

3. Exceptions

. The exclusions and limitations in Section 9.1 and Section 9.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under Section 7 (Non-Disclosure and Confidentiality); or (b) a Party's obligations under Section 10 (Indemnification).

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4. INDEMNIFICATION

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1. ThingTech Indemnification

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ThingTech shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third Party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of

a third Party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that ThingTech shall have no obligations under this Section 10.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to ThingTech; (b) use of the Services in combination with any materials, software, or equipment not supplied to Customer or specified by ThingTech in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than ThingTech. If the Services, or any part thereof, become, or in the opinion of ThingTech may become, the subject of a claim of infringement or misappropriation, ThingTech may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

2. Customer Indemnification.

Customer shall defend ThingTech and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer, or ThingTech's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third Party, and shall pay all settlements entered into and damages awarded against ThingTech to the extent based on such an Action.

3. Indemnification Procedures.

The indemnifying Party shall solely control the defense and settlement of the applicable Action. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Action and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that requires the indemnified Party to pay monies or admit liability without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section 10.1 shall not relieve the indemnifying Party of its obligations under this Section 10.1 except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

5. TERM AND TERMINATION.

1. Term

The "Initial Term" for a Service begins on the date of activation of any Service on the corresponding Order (or, if an Order indicates a "Trial Term" for a Service, the expiration of such Trial Term for such ThingTech Service) and runs for the Initial Term period set forth in the Order. At the end of the Initial Term and each Renewal Term, each Service will automatically renew for an additional term of twelve (12) months (each a "Renewal Term") with no action required by either party. If either Party does not want the Services to renew, then such Party will provide the other Party written notice to this effect at least forty five (45) days prior to the end of the then current Initial Term or Renewal Term, as applicable. Such notice of non-renewal will be effective upon the conclusion of the then-current Initial Term or Renewal Term, as applicable.

2. Termination.

Without prejudice to any other remedies and in addition to any other termination rights herein, the Parties shall have the right to terminate this Agreement as provided below:

1. *By either Party if the other Party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other Party including the failure to pay any fees due to ThingTech; or*

2. *By either Party if the other Party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.*

3. Effect.

Upon termination or expiration of this Agreement or any Order for any reason, all rights, licenses, and access to Software Services granted by ThingTech to Customer under this Agreement or Order, as applicable, will immediately cease. Within 30 days after termination or expiration of this Agreement, each Party shall return or destroy the Confidential Information of the other Party.

4. Survival.

The rights and obligations of the Parties set forth in this Section 11.4 and Sections 2.2, 4, 5, 7, 8.2, 9, 10, 11.3, 11.4, and 12, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. GENERAL

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1. Dispute Resolution

. If the Parties have a dispute related to the Agreement, then prior to commencing any litigation, the points of contact between

the parties shall refer such dispute to a person within each party bearing responsibilities comparable to that of a Vice President within an organization, in order to arrive at a resolution.

2. Governing Law

. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the Parties.

3. Conflicting Terms

. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

4. Notice

All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the Order or in this Agreement, as may be amended by the Parties by written notice to the other Party in accordance with this Section 12.4.

5. Assignment

. Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other Party, either Party may assign the Agreement to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. Interpretation

. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party than against another.

7. Severability

. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8. Attorneys' Fees

. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

9. Entire Agreement

. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

10. Amendment; Waiver

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Force Majeure

. Neither Party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third Parties.

12. Equitable Relief

. Each Party acknowledges that a breach by a Party of Section 2.2 (Restrictions) or Section 7 (Non-Disclosure and Confidentiality) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be

entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13. No Third-Party Beneficiaries

. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

14. Relationship of Parties

. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute or be deemed to constitute one Party as agent of the other, for any purpose whatsoever, and neither Party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

15. Counterparts

. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Technical Support Guidelines and Service Level Agreement

This Technical Support Guidelines and Service Level Agreement (the "TSS Guidelines") apply to support your ThingTech
Components subscribed to under your Software as a Service Agreement with ThingTech, Inc. (the "SaaS Agreement").

GENERAL.

Capitalized Terms
. Capitalized terms not defined herein have the definitions provided in the SaaS Agreement.

Application with SaaS Agreement.
These TSS Guidelines operate in conjunction with the SaaS Agreement, and all terms and conditions described in the SaaS Agreement apply to these TSS Guidelines.

SUPPORT.

Customer shall receive support from the Support Team (the **"Support"**), which Support encompasses:
Reasonable efforts by ThingTech to adhere to the Support Timeline for responses,
Online self-help and training for Customer's personnel designed to assist Customers with implementation and use of the ThingTech Services, and Access to the Support Team during Normal Business Hours by phone and email.

SUPPORT PROCESS.

Request process
. When making a Request, Customer will provide diagnostic information requested by the Support Team, which may include:
• a description of the problem and Customer's network,
• Customer Data, and
• additional information to assist the Support Team as appropriate.

ThingTech response

. ThingTech may respond to a Request by acknowledging receipt of the Request.

Resolution efforts

. Customer acknowledges and understands that ThingTech may be unable to provide answers to, or resolve all, Requests, or begin resolution of a Request within any specific timeline, but that ThingTech will make commercially reasonable efforts to resolve all Requests. If Customer's Request involves native functionality of a third party, including SalesForce, ThingTech may refer Customer to such third party's customer support team to respond to such Request.

Feature requests

. Notwithstanding anything the to contrary, if ThingTech reasonably deems a Request to be a Feature Request, ThingTech will log such Request for consideration to add to a future update or release of the ThingTech Services and will consider the matter closed. ThingTech is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release. SUPPORT HOURS, TIMELINES, AND MISCELLANEOUS ITEMS.

Support hours

ThingTech will provide access to Support by phone and email during Normal Business Hours.

Support response timeline

ThingTech shall use commercially reasonable efforts to respond to Requests by Customer within Normal Business Hours, based on the priority of the Request, according to the following timeline (**"Support Timeline"**):
• 'Highest' Priority = 2 hour
• 'High' Priority = 12 hours
• 'Medium' and 'Low' Priority = 24 hours
Customer must identify a Request as Service Unusable by designating it as a 'Highest' Priority support Request.

Priority classification

. ThingTech, using its reasonable discretion, may determine the priority of any Request.

English language

ThingTech will provide Support in the English language only.

TERM.

Customer will receive Support during the Term. ThingTech will have no obligation to provide any Support to Customer
after the expiration or termination of the Agreement.

SERVICE LEVEL

System Availability

. ThingTech shall use commercially reasonable efforts to provide, in any month, at least the amount of System Availability as is necessary to meet or exceed the Service Level Threshold. For example, in a 30 day month, if there are 240 minutes of Scheduled Maintenance and 100 minutes of Unscheduled Downtime, the System Availability for that month would be 99.767% (calculated as follows: (43,200 240 100) / (43,200 – 240) = 99.77%).

Service Credits

. If monthly System Availability for a ThingTech Service is less than the Service Level Threshold, Customer may receive a Service Credit for such ThingTech Service equal to the amount calculated by the formula in the "Service Credit Formula" section of Table A. Such Service Credit will be applied as a credit to Customer from ThingTech against the following month's amounts payable by Customer for ThingTech

Services. Customer's sole and exclusive remedy for any unavailability or other failure by ThingTech to provide a ThingTech Service is the receipt of a Service Credit in accordance with the terms of these TSS Guidelines.

Calculation of Service Credits and Payment Procedures

. If Customer believes that it is entitled to a Service Credit, Customer may submit a credit request to the customer support team. If ThingTech reasonably determines that Customer is entitled to a Service Credit, then ThingTech will issue the Service Credit to Customer in one billing cycle.

Exclusions

. Notwithstanding anything to the contrary, Unscheduled Downtime used in calculating System Availability does not include (and no Service Credits are available due to) any unavailability, suspension or termination of a ThingTech Service resulting from:
• factors outside ThingTech's reasonable control, including any force majeure event,
• actions or inactions of Customer, Customer's End Users, or any third party acting on behalf of Customer that should reasonably be anticipated to result in downtime of a ThingTech Service,
• a Customer Application or other non-ThingTech equipment, software or technology,
• Scheduled Maintenance, or
• suspension or termination of Customer's right to use a ThingTech Service pursuant to the SaaS Agreement.

Maintenance.

ThingTech may perform periodic Maintenance that can impact the ThingTech Services.
• Scheduled Maintenance typically occurs during the period of lowest anticipated system usage, which is generally between 12am and 5am EST. During Scheduled Maintenance, certain components of the ThingTech System may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels, while maintenance is performed. ThingTech will use commercially reasonable efforts
to notify Customer of Scheduled Maintenance at least eight (8) hours in advance.
• For emergency, unscheduled Maintenance, ThingTech will use commercially reasonable efforts to provide advance notice of such Maintenance but cannot guarantee this will occur in all cases.

DEFINITIONS.

For the purpose of these TSS Guidelines, the capitalized terms herein have the following meanings:

"Customer Application"

means any software or hardware which Customer uses in connection with the ThingTech Services but which (1) is not
provided by ThingTech or (2) ThingTech has not previously approved in writing.

"Feature Request"

means a Request by a Customer to incorporate a new feature or enhance an existing feature of the ThingTech Services that is currently not available as part of the existing ThingTech Services.

"Maintenance"

means maintenance work that is performed on Hardware or software delivering the ThingTech Services and includes SalesForce testing.

"Normal Business Hours"

means 8 AM to 9 PM EST, Monday through Friday, excluding national holidays.

"Priority"

means the level of impact a Request is having on Customer's operations and is used to establish target response times.
• Highest: Critical Impact Thingtech Service Unusable in Production
• High: High Impact Thingtech Service Use Severely Impaired
• Medium: Medium Impact Thingtech Service Use Partially Impaired

• Low: Low Impact Thingtech Service Fully Usable

"Request"
means a request from Customer to the Support Team for technical support to resolve a question or problem report
relating to the ThingTech Services or any Hardware device.

"Scheduled Maintenance"
means occasional Maintenance to add resources, upgrade software, install security patches, and the like, to the ThingTech Services, including Customer-initiated Maintenance.

"Service Credits"
means the service credits described in more detail in Table A, to which Customer is entitled if ThingTech does not provide
the required level of System Availability warranted hereunder.

"Service Level Threshold"
means System Availability in the amount described in Table A.

"Service Unusable"
is any situation where Customer is unable to access or use the ThingTech Services for the majority of its End Users.

"Support Team"
means the ThingTech representatives responsible for handling technical support requests.

"Support Timeline"
has the meaning described in Section 4.

"System Availability"
means the quotient indicating the percentage of monthly uptime of the ThingTech Services, calculated as described in the "System Availability Formula" section of Table A.

"Term"
has the meaning described in the SaaS Agreement

"TSS Guidelines"
has the meaning described in the preamble.

"Unscheduled Downtime
" means unscheduled downtime of a ThingTech Service, but does not include the Exclusions described in Section 7.

Table A – Service Credits
System Availability Formula Service Level
Threshold
Service Credit Formula
{ [The number of minutes in any calendar month]
[Scheduled Maintenance] [Unscheduled
Downtime] }/
{ [The number of minutes in such calendar
month] [Scheduled Maintenance] }
99.5% monthly
System
Availability
{ [The number of minutes of Unscheduled
Downtime] [the
number of minutes in the month of occurrence X

(1 Service Level
Threshold)] }X
{ total amount payable by Customer for the
month of occurrence for
such Thingtech Service / the number of minutes
in the month of
occurrence }