

BP LOGIX
MAIN SERVICES AGREEMENT

This Main Services Agreement is effective as of the date last executed below and is entered into by and between **BP Logix, Inc.** (“**BP Logix**”) and Customer as identified below.

Customer Full Legal Name:	
Customer Address:	

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Main Services Agreement and any exhibits hereto.

“**Beta Services**” means services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Content**” means information obtained by BP Logix from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Customer**” means the customer named above and its Affiliates (for so long as they remain Affiliates) that have signed Order Forms.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-BP Logix Applications.

“**Deliverables**” means any reports, analyses, scripts, templates, code or other work products, tangible or intangible, to be delivered by BP Logix to Customer as set forth in a Statement of Work.

“**Documentation**” means the usage guides, policies and if applicable, release notes made available by BP Logix to Customer via a customer portal in the Services, as updated from time to time.

“**Implementation Services**” means professional services performed by BP Logix under a separate Statement of Work to configure, integrate or modify the Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Non-BP Logix Application**” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is obtained or provided by Customer or a third party on Customer’s behalf.

“**Order Form**” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and BP Logix or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“**Services**” means the products and services, including any data, that are ordered by Customer under an Order Form and made available by BP Logix, including online components, associated offline or mobile components, as described in the Documentation. “**Services**” exclude Beta Services, Content and Non-BP Logix Applications.

“**Statement of Work**” or “**SOW**” means an agreement between the parties that describes the Implementation Services and Deliverables provided by BP Logix to Customer. Each SOW will (i) incorporate by reference this Agreement and (ii) specify and describe the relevant business and technology parameters, including, but not limited to, the Implementation Services, the Deliverables, any Customer Data provided to BP Logix to provide the Implementation Services, primary contact information for each Party, project description, pricing, and a payment schedule, as applicable

“**Subscription Term**” means term of each subscription of Services as specified in the applicable Order Form.

“**User**” means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by BP Logix without charge, for whom a Service has been provisioned), and to whom Customer has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. BP LOGIX RESPONSIBILITIES

- 2.1 Provision of Services.** BP Logix will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable BP Logix support for the Services to Customer as set forth in Appendix A, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which BP Logix shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond BP Logix's 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 BP Logix employees), Internet service provider failure or delay, Non-BP Logix Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to BP Logix's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.
- 2.2 Protection of Customer Data.** BP Logix will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
- 2.3 BP Logix Personnel.** BP Logix will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with BP Logix's obligations under this Agreement, except as otherwise specified in this Agreement.
- 2.4 Beta Services.** From time to time, BP Logix may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Beta Services are for evaluation purposes only and not for production use, are not subject to any support agreements agreed to between Customer and BP Logix and may be subject to additional terms. BP Logix is under no obligation to maintain, support, update, or provide error corrections for the Beta Services. BP Logix may discontinue Beta Services at any time in its sole discretion and reserves the right to never make them generally available. In the event of a conflict or inconsistency between this Section 2.4 and any other provision of this Agreement, the terms of this Section 2.4 shall control and prevail.
- 2.5 Implementation Services.** If Customer requests that BP Logix perform Implementation Services, the Parties will enter into a separate Statement of Work specifying such services. The provision of Implementation Services by BP Logix is dependent on Customer providing reasonable access to relevant resources and providing timely decisions and input in connection with those Implementation Services. Upon Customer's payment of fees due under an applicable SOW or Order Form, BP Logix grants Customer a worldwide, non-exclusive, non-transferable, royalty-free license during the term of this Agreement to use and run (as applicable) solely for its internal business purposes associated with its use of BP Logix's online and offline services anything developed by BP Logix for Customer, including Deliverables, under this Agreement. BP Logix and Customer each retains all right, title and interest in its respective intellectual property and BP Logix retains all ownership rights in the Deliverables.

3. USE OF SERVICES AND CONTENT

- 3.1 Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by BP Logix regarding future functionality or features.
- 3.2 Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, BP Logix may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding BP Logix's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon BP Logix's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
- 3.3 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and the interoperation of any Non-BP Logix Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify BP Logix promptly of any such unauthorized access or use, and (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in BP Logix's judgment threatens the security, integrity or availability of BP Logix's services, may result in BP Logix's immediate suspension of the Services, however BP Logix will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4 Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-BP Logix Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-BP Logix Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a

way that circumvents a contractual usage limit, or use any Services to access or use any of BP Logix intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-BP Logix Applications. If Customer receives notice that Content or a Non-BP Logix Application must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, BP Logix may disable the applicable Content, Service and/or Non-BP Logix Application until the potential violation is resolved. If requested by BP Logix, Customer shall confirm such deletion and discontinuance of use in writing and BP Logix shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if BP Logix is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, BP Logix may discontinue Customer's access to Content through the Services.

4. NON-BP LOGIX PRODUCTS AND SERVICES

4.1 Non-BP Logix Products and Services. Any acquisition by Customer of Non-BP Logix Applications, and any exchange of data between Customer and any non-BP Logix provider, product or service is solely between Customer and the applicable non-BP Logix provider. BP Logix does not warrant or support Non-BP Logix Applications or other non-BP Logix products or services, whether or not they are designated by BP Logix as "certified" or otherwise, unless expressly provided otherwise in an Order Form. BP Logix is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-BP Logix Application or its provider.

4.2 Integration with Non-BP Logix Applications. The Services may contain features designed to interoperate with Non-BP Logix Applications. BP Logix cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-BP Logix Application ceases to make the Non-BP Logix Application available for interoperation with the corresponding Service features in a manner acceptable to BP Logix.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to BP Logix and notifying BP Logix of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by BP Logix by the due date, then without limiting BP Logix's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, provided that BP Logix has given Customer at least 10 days' prior email notice that its account is overdue.

5.4 Suspension of Service. If any charge owing by Customer is 30 days or more overdue, BP Logix may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit and whose payment has been declined, BP Logix given Customer at least 10 days' prior notice that its account is overdue in accordance with the "Notices" section below.

5.5 Payment Disputes. BP Logix will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.6 Taxes. BP Logix's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If BP Logix has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, BP Logix will invoice Customer and Customer will pay that amount unless Customer provides BP Logix with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, BP Logix is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, BP Logix, its Affiliates, its licensors and Content providers reserve all of their right, title and interest in and to the Services, Content and Deliverables, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to BP Logix. Customer grants BP Logix, its Affiliates and applicable contractors a worldwide, limited-term

license to host, copy, use, transmit, and display any program code created by or for Customer using a Service or for use by Customer with the Services, Customer Data, and Non-BP Logix Applications, each as necessary for BP Logix to provide and ensure proper operation and improvement of, the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-BP Logix Application with a Service, Customer grants BP Logix permission to allow the Non-BP Logix Application and its provider to access Customer Data as required for the interoperation of that Non-BP Logix Application with the Service. Subject to the limited licenses granted herein, BP Logix acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-BP Logix Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to BP Logix and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of BP Logix's or its Affiliates' services.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of BP Logix includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional BP Logix services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, BP Logix may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-BP Logix Application Provider to the extent necessary to perform its obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 BP Logix Warranties.

8.2.1 BP Logix warrants during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) BP Logix will not materially decrease the overall security of the Services, (c) the Services will perform substantially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-BP Logix Applications" section above, BP Logix will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.2.2 BP Logix warrants to Customer that it will perform all Implementation Services in a professional and workmanlike manner substantially in accordance with the applicable Statement of Work, if any, and BP Logix's personnel will have sufficient skill, knowledge and training to perform the Implementation Services. Unless otherwise stated in a Statement of Work or Order Form, Customer's only remedies for BP Logix's breach of this provision will be BP Logix's re-performance of applicable Implementation Services that fail to comply with this warranty at no additional charge.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. The Services and Documentation are not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, air traffic control, or direct life support machines, in which the failure of the Services and Documentation could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, BP Logix specifically disclaims any express or implied warranty of fitness for High Risk Activities.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by BP Logix. BP Logix will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by BP Logix in writing of, a Claim Against Customer, provided Customer (a) promptly gives BP Logix written notice of the Claim Against Customer, (b) gives BP Logix sole control of the defense and settlement of the Claim Against Customer (except that BP Logix may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives BP Logix all reasonable assistance, at BP Logix's expense. If BP Logix receives information about an infringement or misappropriation claim related to a Service, BP Logix may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching BP Logix's warranties under "BP Logix Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by BP Logix, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim Against Customer arises from Content, a Non-BP Logix Application or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

9.2 Indemnification by Customer. Customer will defend BP Logix and its Affiliates against any claim, demand, suit or proceeding made or brought against BP Logix by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Services, (b) a Non-BP Logix Application provided by Customer, or (c) the combination of a Non-BP Logix Application provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "**Claim Against BP Logix**"), and will indemnify BP Logix from any damages, attorney fees and costs finally awarded against BP Logix as a result of, or for any amounts paid by BP Logix under a settlement approved by Customer in writing of, a Claim Against BP Logix, provided BP Logix (a) promptly gives Customer written notice of the Claim Against BP Logix, (b) gives Customer sole control of the defense and settlement of the Claim Against BP Logix (except that Customer may not settle any Claim Against BP Logix unless it unconditionally releases BP Logix of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against BP Logix arises from BP Logix's breach of this Agreement, the Documentation or applicable Order Forms.

9.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. EXCEPT FOR AMOUNTS PAYABLE FOR INDEMNIFICATION AS SET FORTH IN SECTION 9, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. EXCEPT FOR AMOUNTS PAYABLE FOR INDEMNIFICATION AS SET FORTH IN SECTION 9, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Subscriptions. The Subscription Term shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Unless BP Logix provides Customer

notice of different pricing at least 60 days prior to the applicable renewal term, the per-unit pricing during any renewal term will not increase by more than 7% above the applicable pricing in the prior term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at BP Logix's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

- 11.3 Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.4 Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, BP Logix will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by BP Logix in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to BP Logix for the period prior to the effective date of termination.
- 11.5 Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, Customer will cease all use of the Services.
- 11.6 Customer Data Portability and Deletion.** Upon request by Customer made within 60 days after the effective date of termination or expiration of this Agreement, BP Logix will make Customer Data available to Customer for export or download as provided in the Documentation. After such 60-day period, BP Logix will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control in accordance with its data retention policy, unless legally prohibited.
- 11.7 Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-BP Logix Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as BP Logix retains possession of Customer Data.

12. GENERAL PROVISIONS

- 12.1 Export Compliance.** The Services, Content, other BP Logix technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. BP Logix and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (which may include Crimea, Cuba, Iran, North Korea, Syria, and Luhansk/Donetsk regions,) or in violation of any U.S. export law or regulation.
- 12.2 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 12.3 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between BP Logix and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 12.4 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 12.5 Publicity.** BP Logix's client list is publicly available on its marketing website and in other marketing materials. Client agrees that BP Logix may use Client's name and logo for this limited purpose unless Client notifies BP Logix otherwise in writing. In addition, the Customer agrees to (a) serve as a reference to potential new customers for BP Logix, (b) participate in the development of case studies and webinars related to the work done by BP Logix for the Customer, and (c) provide feedback on the product roadmap and new capabilities being developed by BP Logix.
- 12.6 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.7 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.8 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.9 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure

to the benefit of the parties, their respective successors and permitted assigns.

12.10 Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to BP Logix will be addressed to the attention of Sales Operations, with a copy to BP Logix's Legal Department, at legal@bplogix.com or as updated by BP Logix via written notice to Customer. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

12.11 Governing Law. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

12.12 Venue. The state and federal courts located in San Diego County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.

12.13 Counterparts. This Agreement may be executed electronically and in counterparts.

Signed by each party's authorized representative:

BP LOGIX, INC.		_____
By: _____		By: _____
Print Name: _____		Print Name: _____
Title: _____		Title: _____
Date: _____		Date: _____

Attachments:

Appendix A: Support Services

Appendix A
Support Policy

This Support Policy describes BP Logix's standard support for the Services.

Customers may report any error with the Services ("Error") directly via the BP Logix Support Portal at <https://support.bpllogix.net> (or using such other mechanism as may reasonably be made available by BP Logix).

Each Error will be categorized with a Severity Level as described in the table below and will be assigned the appropriate level of resources consistent with its impact. Customer will ensure that appropriate technical and business support Customer personnel are available (after business hours, if necessary) to work with BP Logix to resolve the Error. BP Logix will clarify the Error and communicate action plans to Customer within a timeframe appropriate to the Severity Level of the pending Error.

"Response Time" means the period of time which elapses between Customer reporting an Error and BP Logix communicating an initial response to Customer. BP Logix will use commercially reasonable efforts to meet the Response Times set forth in the table below.

Severity	Guidelines for Determining Severity Level	Response Time
Level 4: Informational or Enhancement Request	Customer's production operations are not impacted; Customer wishes to register a request for a new feature or enhancement to an existing feature; no response is required from Licensor other than acknowledgement of the request	N/A
Level 3: Important	Customer's production operations are minimally impacted, or a workaround exists that minimizes impact to Customer's production environment	1 business day
Level 2: Urgent	Customer's production operations are materially impacted, but most operations can continue as normal	4 hours
Level 1: Critical	Customer's production operations are substantially impacted; some or all operations are unable to proceed	2 hours