SOFTWARE-AS-A-SERVICE ADDENDUM

1. Scope of Addendum.

This Software-as-a-Service Addendum ("Addendum") is part of the Customer Agreement between the parties ("Agreement") which is incorporated as if fully set forth therein.

2. Definitions.

2.1 As used in this Addendum, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

2.2 "Data Protection Legislation" shall mean legislation relating to an individual's right to privacy with respect to the processing of PII which is applicable to a party from time to time.

2.3 "Personally Identifiable Information" or "PII" shall mean personal data (as such term is defined in Data Protection Legislation) accessed or processed in connection with this Agreement.

2.4 "Product Specific Terms" shall mean those additional or specific terms and conditions applicable to certain SaaS that are referenced in a Fees Schedule.

2.5 "SaaS" shall mean software-as-a-service Elite supplies pursuant to a Fees Schedule and accessed by Customer via the internet. Notwithstanding anything in the Agreement to the contrary, SaaS is Software and Subscription Software.

2.6 "SLA" shall mean the service level agreement, if any, referenced in a Fees Schedule or Product Specific Terms.

3. Term and Fees.

3.1 Term and Renewal. SaaS is licensed on a subscription basis for a limited term. Unless otherwise provided on the Fees Schedule, the initial subscription term for SaaS shall commence on the Effective Date of this Addendum and shall continue for the period indicated in the Fees Schedule (the "Initial Term"). The subscription shall thereafter automatically renew for successive one (1) year terms unless either party gives written notice of termination no later than thirty (30) days prior to the end of the then current term (the "Renewal Term"). The Initial Term together with any Renewal Term(s) shall be the "Subscription Term."

3.2 Fees. The Fees for SaaS are set forth in the applicable Fees Schedule and are payable as provided therein in accordance with the Agreement. Elite reserves the right to increase Fees for Renewal Terms.

4. Ownership and License.

4.1 Together with its licensors and third party providers, Elite owns and retains ownership of all rights of whatever nature in and to the SaaS (whether tangible or intangible) and the SaaS Documentation. Customer may access and use the SaaS only as expressly permitted in this Addendum.

4.2 Grant of License – SaaS. In consideration of the applicable Subscription Fees payable for the SaaS, Elite hereby grants to Customer a non-exclusive, non-transferable (except as provided in Section 13.7 of the Agreement), right and license to (i) access and use SaaS for its own internal business purposes, and (ii) copy and use all applicable SaaS Documentation in support of such business purposes, subject to the scope of use specified in the Fees Schedule. All rights not expressly granted to Customer are reserved by Elite and its licensors and third party providers.

5. Obligations of the Parties.

5.1 Access; Use. Elite delivers SaaS by providing Customer with online access to it. When Customer accesses a SaaS, Customer is accepting it for use in accordance with this Addendum and the Agreement.

5.2 Access Security. Customer's access to SaaS is password protected. Customer is responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Customer shall be responsible for all necessary and appropriate access security and shall be liable for any activity by any person who uses Customer's account. Customer shall (i) notify Elite immediately of any unauthorized use of any password or account or any other known or suspected breach of security; and (ii) not impersonate another user or provide false identity information to gain access to or use the SaaS.

5.3 Connectivity; Remote Access. Customer shall install software and provide an on premise workstation or an existing server-class machine for installing services/agents (e.g. ESB integrations, Printing Agent) to support connectivity between SaaS and Customer's on premise environment per the Documentation that accompanies the SaaS or is provided through the Elite customer support platform. Customer will make remote access to such workstation or machine available using the current Elite approved remote access method(s) in order to allow Elite to provide professional services and support hereunder.

5.4 Use Restrictions. Unless otherwise expressly permitted in this Addendum, Customer may not: (a) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer the SaaS in whole or in part, or as a component of any other product, service or material; (b) use the SaaS to create any derivative works or competitive products; or (c) allow any third parties to access, use or benefit from the SaaS in any way. Exercising legal rights that cannot be limited by agreement is not precluded.

5.5 Data Protection Legislation. Each party will at all times comply with Data Protection Legislation in respect of its processing of Personally Identifiable Information.

5.6 Data Security. Elite shall comply with the terms of the Data Security Addendum found at: https://www.elite.com/terms/TRDSA520.pdf.

6. Warranty

6.1 Limited Warranty. Notwithstanding Section 7 of the Agreement, Elite warrants that properly licensed SaaS (excluding Customizations) will conform to the Documentation for the applicable SaaS. This limited warranty applies for the duration of the Term but does not cover problems caused by Customer's failure to adhere to instructions, or that are caused by events beyond the reasonable control of Elite. Customer's only remedy in the event Elite breaches this limited warranty shall be the repair or replacement of the SaaS at no charge. The remedy in this Section 6.1 is Customer's exclusive remedy and is in lieu of all other legal or equitable remedies and all liabilities or obligations on the part of Elite for damages arising out of, relating to, or in connection with Elite's breach of the warranty set forth in this Section 6.1.

6.2 **DISCLAIMER. THE LIMITED WARRANTY IN SECTION 6.1 OF THIS ADDENDUM IS EXCLUSIVE TO SAAS AND IN LIEU OF ALL OTHER WARRANTIES IN THE AGREEMENT. ELITE MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SAAS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ELITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE USE OF THE SAAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ELITE AND ITS LICENSORS. THE SAAS MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ELITE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

7. Limitation of Liability.

7.1 Unlimited Liability. The limits on liability in Section 7.2 do not limit either party's liability for: (a) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (b) negligence causing death or personal injury; (c) Elite's indemnification obligations related to third party infringement claims; (d) Elite's infringement of Customer's Intellectual Property Rights in the Customer Materials; (e) Customer's infringement of the Software or Documentation; or (f) Customer's liability to pay the Fees and any amounts Elite would have charged for use of the Software beyond applicable usage restrictions. Nothing in this Addendum limits liability that cannot be limited under law.

7.2 Liability Cap. Notwithstanding anything to the contrary expressed or implied in the Agreement, each party's aggregate liability to the other in any calendar year for damages (in contract, tort including negligence or otherwise) arising out of or in connection with this Addendum will not exceed the Fees payable by Customer to Elite for the applicable SaaS which forms the basis for the claim(s) during the 12 month period immediately preceding the incident (or the first incident in a series) giving rise to any claim for those damages.

8. Termination.

8.1 External Triggers. Elite may, with notice ("Elite's Notice"), terminate a SaaS in whole or in part, or modify it or the terms on which it is provided, if all or part of that SaaS: (a) depends on an agreement between Elite or an Elite Affiliate and a third party, and that third party agreement or the third party's materials or other input is modified or terminated; (b) becomes illegal or contrary to any law, regulation, guideline or request of any regulatory authority; or (c) becomes subject to a claim or potential claim that it infringes or violates the rights of any third party. Elite will endeavor to provide Customer with reasonable prior notice of any such termination or modification but may not be able to do so if the triggering event is under the control of a third party. The effective date of the termination or modification as indicated on Elite's Notice is the "Change Date". If a partial termination or modification in accordance with this clause 8.1 fundamentally and detrimentally changes the nature of or the rights granted in the SaaS, Customer may terminate the affected SaaS by providing Elite with notice no later than thirty (30) days after the date of Elite's Notice.

8.2. Obsolescence. Elite may obsolete: (a) a prior version of a Service with reasonable prior notice following the general availability of an Update (whether designated with the same SaaS name or not), and (b) any SaaS as a whole on at least six (6) months' prior notice. Elite will have no obligation to provide or support obsolete SaaS or versions of SaaS at the end of such notice periods. In the case of a version obsolescence described in (a), the term of the affected SaaS will continue

unless, where the new version is subject to additional Fees, Customer may terminate the SaaS by providing Elite with thirty (30) days' notice after the date of Elite's notice. In the case of SaaS obsolescence described in (b), the SaaS will terminate.

8.3. Suspension. Elite may suspend, upon notice, all or part of a SaaS and Customer's rights in relation to that SaaS if: (a) Elite has the right to terminate the SaaS in accordance with sections 8.4 (Termination for Breach) or 8.5 (Termination for Insolvency) of this Addendum; (b) Elite is required to do so by a third party provider affected by a breach of the Agreement or this Addendum; (c) Elite is required to do so by law or regulation or at the request of any relevant regulatory authority; or (d) in order to protect Elite's or its Affiliates' systems and security. Any such suspension may continue until Elite is satisfied that the condition is remedied. Customer is still required to pay the Charges during any period of suspension permitted by (a) or (b) above.

8.4. Termination for Breach. Either party may terminate this Addendum, upon notice, if the other party materially breaches the Agreement in connection with SaaS licensed pursuant to this Addendum or this Addendum and the breach (a) remains unremedied thirty (90) days after the date the breaching party receives a notice from the other party describing the breach and requiring it to be cured, or (b) is incapable of being cured.

8.5 Termination for Insolvency. Either party may terminate this Addendum, immediately upon notice, if: (a) the other party enters into a composition with its creditors; (b) a court order is made for the winding up of the other party; (c) an effective resolution is passed for the winding up of the other party (other than for the purposes of amalgamation or reconstruction); (d) the other party has a receiver, manager, administrative receiver or administrator appointed with respect to it, (e) the other party ceases to be able to pay its debts as they fall due; (f) the other party takes or suffers any action similar to any of the above on account of debt in any jurisdiction.

8.6 Effect of Termination. Termination of this Addendum or individual SaaS will terminate Customer's right to access and use the affected SaaS. Termination of this Addendum or individual SaaS will not (a) relieve Customer of its obligation to pay Elite any amounts Customer owes up to and including the date of termination; (b) affect other accrued rights and obligations; or (c) terminate those parts of this Addendum or the applicable Fees Schedule that by their nature should continue.

8.7 Refunds. Where Elite terminates SaaS other than under sections 8.4 (Termination for Breach) or 8.5 (Termination for Insolvency) herein, or Customer terminates SaaS where the Addendum or Agreement permits it to (other than a termination by Customer for convenience), Customer will be entitled to a pro rata refund of any recurring Fees that Customer has paid in advance for the terminated SaaS.

9. General Provisions.

9.1 Use of Customer Materials. Customer grants Elite permission to use, store and process Customer Materials in accordance with applicable law. Access and use of Customer Materials by Elite, its employees and contractors will be directed by Customer and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. Elite may delete or disable Customer Materials if required under applicable laws, and in such instances, Elite will use reasonable efforts to provide notice to Customer. If Customer Materials are lost or damaged, Elite will assist Customer in restoring Customer Materials within the SaaS from the last available back up copy.

9.2 Related Information and Feedback. Elite may access, collect and use information related to Customer and Customer's use of the SaaS ("Related Information") for customer and technical support, for regulatory and third party compliance purposes, to protect and enforce Elite's rights and monitor compliance with the terms of this Addendum, and to recommend additional products or services. Elite may pass this information to Elite's third party providers for the same purposes. Customer grants Elite and Elite's Affiliates the perpetual right to use Related Information and any feedback provided by Customer for purposes such as to test, develop, improve and enhance Elite's and Elite's Affiliates products and services, and to create and own derivative works based on Related Information and feedback, so long as neither Customer, User nor any other individual is identifiable.

9.3 Return of Data; Deletion. If: (a) Customer is not able to export Customer data and associated attachment files stored in SaaS, and (b) Product Specific Terms do not provide otherwise, then upon termination of a SaaS or this Addendum for any reason Elite will promptly provide Customer a copy of such data in the form of either a SQL Server Database Backup or another standard export format selected by Elite. Notwithstanding the foregoing, Elite shall have no obligation to return or delete: (a) Elite Confidential Information; (b) Related Information; (c) settings; (d) Customizations; or (e) configurations. Promptly

upon receipt, Customer will provide written acknowledgement to Elite of receipt of its data and acknowledgement that Customer's data will be deleted in accordance with this Section. Upon Elite' delivery of such data to Customer and receipt of Customer's acknowledgement, Elite will promptly delete Customer's data from the terminated SaaS and will render the data commercially unrecoverable. Elite shall provide written confirmation of such deletion upon request from Customer. In the event that such acknowledgement is not received by Elite, Elite will place Customer's data in storage and will charge Customer for applicable storage charges until such acknowledgement is received or one (1) year from the date of termination, whichever is earlier.

9.4 Maintenance and Support. Terms and conditions related to maintenance and support of any SaaS will be set forth in the applicable SLA. Any such SLA is incorporated herein by reference. For avoidance of doubt, the Maintenance Addendum and Software Service Level Agreement attached to the Agreement do not apply to SaaS.

9.5 Third Party Providers. Notwithstanding anything to the contrary set forth in the Agreement, Customer acknowledges and agrees that SaaS modules may include cloud services provided by a third party. Elite's third party providers and licensors shall benefit from Elite's rights and remedies under this Addendum.

9.6 Precedence. The descending order of precedence for terms and conditions governing SaaS is: Product Specific Terms, Fees Schedule; this Addendum; and the Agreement.