ALEGION, INC.
PLATFORM AGREEMENT
TERMS AND CONDITIONS

These Terms and Conditions (the "*Platform Terms*") have been accepted by you, either on your own behalf or on behalf of an entity (that you represent that you have the authority to bind to the Agreement) (the "*Client*") and together with the webpage on which you accepted these Platform Terms (the "*Order Form*") and any schedules which Alegion, Inc. ("*Alegion*") may provide you (collectively, the "*Agreement*") form an Agreement which governs the relationship between Client and Alegion (collectively, the "*Parties*"). This Agreement will become effective on the date Client has accepted this Agreement (the "*Effective Date*").

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "*Application Documentation*" will mean text and/or graphical documentation provided at docs.alegion.com that describe the features, functions and operation of the Platform.

1.2 "*Application IP*" will mean the Platform, the API, the Application Documentation, and any and all intellectual property provided to Client (and/or any applicable Authorized End Users) in connection with the foregoing.

1.3 "*Application Programming Interface*" or "*API*" will mean any application programming interface provided by or on behalf of Alegion to allow Authorized End Users to access and use the Platform in accordance with this Agreement.

1.4 "*Authorized End User*" shall mean, collectively, any individual employees, agents, or contractors of Client or Client's customers accessing or using the Platform through the Web Interface, under the rights granted to Client pursuant to this Agreement.

1.5 "*Client Materials*" will mean the data, information and content provided by, or utilized by, Client and/or its Authorized End Users in connection with the Platform.

1.6 "*Confidential Information*" will mean all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation and the APIs will be deemed Confidential Information of Alegion.

1.7 "*Platform*" will mean Alegion's "Data Labeling and Task Distribution" solution that is comprised of various software applications and tools and which is hosted on servers owned or controlled by or on behalf of Alegion as may be more fully described on Schedule A.

1.8 "*Reseller Addendum*" will mean the Addendum which may be attached hereto and executed by the parties pursuant to which Client will be allowed to resell and sublicense access to the Application IP subject to the terms and conditions herein and therein.

1.9 "*Web Interface*" will mean the website or websites through which Client's Authorized End Users may access the Platform in accordance with the terms of this Agreement.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, Alegion hereby grants to Client a non-exclusive, non-transferable right to access the features and functions of the Platform (including without limitation, through any APIs that may be provided by Alegion in connection with the same) during the Term, solely for use by Authorized End Users in accordance with the terms and conditions herein. Alegion shall provide to Client the necessary passwords and network links or connections to allow Client to access the Platform (the "*Access Protocols*") on or before the date set forth on Schedule A (the "*Access Date*"). Alegion shall also provide Client the Application Documentation, if required, to be used by Client in accessing and using the Platform. Client acknowledges and agrees that, as between Client and Alegion, Client shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Client, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Client. Client shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Platform, and shall cause Authorized End Users to comply with such provisions.

2.2 Application Documentation License. Subject to the terms and conditions contained in this Agreement, Alegion hereby grants to Client a non-exclusive, non-transferable right and license to use the Application Documentation during the Term for Client's internal purposes in connection with its use of the Platform as contemplated herein.

2.3 Usage Restrictions. Client will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Client acknowledges that nothing in this Agreement will be construed to grant Client any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Alegion; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Client's rights under Sections 2.1. (For the avoidance of doubt, in the event the Parties have executed a Reseller Addendum and only in such event, notwithstanding the foregoing restrictions set forth in Section 2.3(vi), Client will have rights to sublicense and/or resell access to the Platform as set forth therein and subject to the terms and restrictions set forth herein and therein.) Client will not use any of the

Application IP except in compliance with Alegion's obligations to any third party provided that Alegion has notified Client of such obligations. Client will ensure that its use of any of the Application IP complies with all applicable laws, statutes, regulations or rules, including any export and import requirements and will not use or compile any of the Application IP for the purpose of any illegal activities. Client will further comply with any documentation or written requirements provided by Alegion to Client, and any best practices and industry specifications when using the Platform.

2.4 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Alegion and its licensors retain all right, title and interest in and to the Application IP and its components, and Client acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Client further acknowledges that Alegion retains the right to use the foregoing for any purpose in Alegion's sole discretion.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Alegion may temporarily suspend Client's and any Authorized End User's access to any portion or all of the Application IP if (i) Alegion reasonably determines that (a) there is a threat or attack on any of the Application IP; (b) Client's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other Client or vendor of Alegion; (c) Client or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; (d) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Alegion's provision of the Platform to Client or any Authorized End User is prohibited by applicable law; or (ii) any vendor of Alegion has suspended or terminated Alegion's access to or use of any third party services or products required to enable Client to access the Application IP (each such suspension, in accordance with this Section 2.6, a "*Service Suspension*"). Alegion will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Client (including notices sent to Alegion's registered email address) and to provide updates regarding resumption of access to the Application IP following any Service Suspension. Alegion will use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Alegion will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension. Alegion does not include any limits for Client's usage of disk storage and bandwidth in connection with the Platform but such commitment is subject to (i) Client complying with the terms of this Agreement; and (ii) Client ensuring that it does not infringe the intellectual property rights of any third party.

3. CLIENT OBLIGATIONS.

3.1 Authorized End User Access to Services. Subject to the terms and conditions herein, Client may permit any Authorized End User to access and use the features and functions of the Platform. Client will ensure that any such Authorized End User will be bound by a contractual, enforceable agreement, which agreement, will, by its terms, provide substantially the same or greater protections for Alegion's Confidential Information and the Application IP as are provided by the terms hereof.

3.2 Data. To the extent that Client and any Authorized End User, through or in connection with use of the Application IP,

collect, use, store and disclose data from any other party, Client and/or each Authorized End User shall accurately and adequately disclose, either through a privacy policy or otherwise, how Client and/or each such Authorized End User collects, uses, stores and discloses data.

3.3 Consent. Client will ensure it has received informed consent to collect personal data, as both consent and personal data is defined under the legislative, statutory, or regulatory frameworks that govern data collection of the individuals whose data will be held by Alegion, prior to sending any such data to Alegion.

3.4 Disclosure of Personal Data. Client will disclose to Alegion whether it collects data that could be classified as Personally Identifiable Information (PII) or Personal Data, as defined by the Health Insurance Portability and Accountability Act (HIPAA), the General Data Protection Regulation (GDPR), the California Consumer Protection Act (CCPA), or other state, federal, or international data privacy legislation or regulation.

3.5 Consent to tracking technologies. Alegion uses cookies and other tracking technologies to deliver services. Alegion's current Cookie policy is available at https://www.alegion.com/cookie-policy. Client consents to the use of such tracking technologies. If you do not consent to our use of cookies you may be unable to access certain parts of our Website and may not be able to use all of Alegion's services.

3.6 Client Materials. Alegion acknowledges that Client owns or otherwise has rights to all Client Materials that it provides or otherwise permits access to Alegion through the Platform and Client grants to Alegion a worldwide, royalty-free, non-exclusive license during the Term of the Agreement to use such Client Materials in connection the provision of the Platform to Client. In addition, Client grants Alegion a non-exclusive, worldwide right to use, copy, store, transmit, display, modify, and create derivative works of the Client Materials as well as monitor Client and its Authorized End User's use of the Platform and gather and use data resulting therefrom for the purpose of managing and improving the Platform and related services, as well as to provide support to Client. Client represents and warrants that it has sufficient rights to transmit or otherwise permit access to any such Client Materials to Alegion, including any data or information contained therein and that, to the extent Client shares or otherwise permits Alegion or the Platform to make use of any credentials to obtain such data or information, that such sharing of credentials shall not violate the rights of, or any contractual obligations with, any third party. Client acknowledges that Alegion may, in its discretion, archive Client Materials that is two (2) or more years old such that this archived Client Materials is not readily accessible through the Platform.

4. AVAILABILITY.

4.1 Availability. Subject to the terms and conditions of this Agreement, Alegion will use commercially reasonable efforts to make the Platform available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Alegion will use commercially reasonable efforts to provide at least 24 hours advance notice), or (b) any unavailability caused by circumstances beyond Alegion's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or the unavailability or modification by third parties of third-party offerings.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. In consideration for the rights granted to Client and the performance of Alegion's obligations under this Agreement, Client shall pay to Alegion, without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A (the "**Fees**"). Unless otherwise provided in a Schedule, all such fees shall be due and payable within ten (10) calendar days after an invoice is issued by Alegion with respect thereto. Alegion may adjust the Fees at its election after the initial term of this Agreement and upon each anniversary thereafter by providing at least thirty (30) days' notice (which may be delivered electronically).

5.2 Fee Adjustment. From time to time, during the Term, Alegion may adjust the Fees by providing Client written notice in the form of an amended Schedule A. Such adjustment to the Fees shall be effective upon fifteen (15) days following the date Client receives such amended Schedule A or such later date indicated on such amended Schedule A, if any. During such fifteen (15) day period, following a notice of an adjustment to fees, Client may provide notice and terminate the Agreement by providing Alegion written notice of its desire to so terminate within such fifteen (15) day period.

5.3 Client Operating Expenses. Client will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, through use by Client and/or any Authorized End User of the Platform, and/or through provision of support to Authorized End Users with respect to such use of the Platform.

5.4 Taxes. Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Alegion's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Client will make all required payments to Alegion free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Alegion will be Client's sole responsibility, and Client will, upon Alegion's request, provide Alegion with official receipts issued by the appropriate taxing authorities, or such other evidence as Alegion may reasonably request, to establish that such taxes have been paid.

5.5 Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

6. TREATMENT OF CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party (iii) to return or destroy, pursuant to Section 9.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Client agrees that Alegion may collect aggregated statistical data regarding Client's use of the Platform and provide such aggregated statistical data to third parties. In no event shall Alegion provide to third parties specific data regarding Client or Client's Authorized End Users.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY.

7.1 Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IP, INCLUDING WITHOUT LIMITATION, THE PLATFORM, THE APIS, THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY ALEGION ARE PROVIDED "AS IS," AND ALEGION AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-

INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.

7.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL ALEGION OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF ALEGION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF ALEGION TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO ALEGION BY CLIENT UNDER SECTION 5.1 DURING THE SIX (6)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.4 Essential Basis of the Agreement. Client acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

8. INDEMNIFICATION.

8.1 Indemnification of Client. Alegion agrees to indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Platform and/or the Application Documentation infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of the United States of America, provided that Client promptly notifies Alegion in writing of the claim, cooperates with Alegion, and allows Alegion sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Alegion, at Alegion's sole discretion, to enable it to continue to use the Platform or the Application Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Alegion determines that none of these alternatives is reasonably available, Client shall, upon written request from Alegion, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 8.1 shall not apply to the extent that the alleged infringement arises from (i) modification of any of the Application IP by Client, (ii) combination, operation or use of any of the Application IP with other software, hardware or technology not provided by Alegion, (iii) use of a superseded or altered release of any of the Application IP, if such infringement would have been avoided by the use of a then-current release of the Application IP, as applicable, and if such then-current release has been made available to Client, (iv) any Client Materials, or (v) any applications owned or otherwise distributed by Client (any of the foregoing circumstances under clauses (i), (ii), (iii), (iv), or (v) a "*Client Indemnity Responsibility*"). IN NO EVENT SHALL ALEGION'S LIABILITY UNDER THIS SECTION 8 EXCEED THE CAP ON LIABILITY SET FORTH IN SECTION 7.3 ABOVE. THIS SECTION STATES ALEGION'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

8.2 Client's Indemnity Obligations. Client agrees to hold, harmless, indemnify, and, at Alegion's option, defend Alegion from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) Client's or any Authorized End User's negligence or willful misconduct; (ii) Client's or any Authorized End User's use of the Application IP in a manner not authorized or contemplated by this Agreement; or (iii) a Client Indemnity Responsibility, provided that Client will not settle any third-party claim against Alegion unless such settlement completely and forever releases Alegion from all liability with respect to such claim or unless Alegion consents to such settlement, and further provided that Alegion will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement will commence on the Effective Date and will continue for the period set forth on the Order Form (the "Initial Term"), unless earlier terminated in accordance with this Section 9, and will automatically renew for successive one (1)-year terms, unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the "*Term*").

9.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have

a right to cure such breach or breaches within twenty-five (25) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such twenty-five (25)-day period. Notwithstanding the foregoing, nothing in this Section 9.2 shall limit Alegion's rights to suspend Client's access to the Platform in accordance with Section 2.5 above.

9.3 Effect of Termination. Upon any termination of this Agreement, Client will immediately discontinue all use of the Platform, the Application Documentation, and any Alegion Confidential Information and both Parties will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of the Application Documentation and any Confidential Information then in the other Party's possession; and (iv) promptly pay to Alegion all amounts due and payable to the other Party hereunder. Client shall have the right for up to sixty (60) days following the Termination of this Agreement to export Client Materials, only to the extent Client is current on all payments owed to Alegion under this Agreement.

9.4 Survival. The provisions of Sections 2.4, 3.2-3.6, 6, 7.2, 7.3, 7.4, 8, 9.3, 9.4 and 10 will survive the termination of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. In the event of a conflict between the Order Form and these Platform Terms, these Platform Terms shall control.

10.2 Independent Contractors. In making and performing this Agreement, Client and Alegion act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Client, to the address set forth on the Order Form, and if to Alegion, as follows:

If to Alegion: Alegion, Inc.
                 501 Pedernales St. STE 1A
                 Austin, TX 78702
                 Attention: Legal

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid,

to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

10.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

10.5 Assignment; Delegation. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Alegion may assign this Agreement, without consent, in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Reference. Alegion may issue a press release announcing Client as a customer of the Platform, subject to Client's written approval. Alegion may list Client as such at its corporate Website at http://www.alegion.com. Alegion may create a white paper on Client's use case subject to Client's written approval.

10.11 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR

PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN AUSTIN, TEXAS.

10.12 U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Platform and the Application Documentation with only those rights set forth therein.

10.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

10.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of Platform Terms]