



SAAS SERVICES AGREEMENT

THIS SAAS SERVICES AGREEMENT (THE “**AGREEMENT**”) FORMS A BINDING CONTRACT BETWEEN YOU (THE ENTITY OR INDIVIDUAL AGREEING TO THIS AGREEMENT, “**YOU**” OR “**CUSTOMER**”) AND JIRAV, INC. (“**JIRAV**”), EFFECTIVE AS OF THE DATE THE FIRST REPRESENTATIVE OF CUSTOMER CREATES A JIRAV SUBSCRIPTION THROUGH AN ORDER FORM, THE ONLINE INTERFACE OR OTHERWISE (THE “**EFFECTIVE DATE**”). BY SIGNING THE ORDER FORM, YOU ARE AGREEING: (1) THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT; (2) TO BE LEGALLY RESPONSIBLE FOR COMPLIANCE WITH THE TERMS OF THIS AGREEMENT; (3) THAT YOU ARE DULY AUTHORIZED TO BIND YOUR COMPANY LEGALLY TO THIS AGREEMENT; AND (4) THAT THIS AGREEMENT (INCLUDING ANY ASSOCIATED ORDER FORM(S)) IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PROPOSALS OR PRIOR OR CONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY TERMS CONTAINED IN CUSTOMER’S PURCHASE ORDER, EVEN IF SIGNED BY THE PARTIES AFTER THE DATE HEREOF. YOU AGREE THAT THIS AGREEMENT IS EQUIVALENT TO ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

SECTION 1: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a) References to “**material breach**” mean any breach of this Agreement upon the occurrence of which a reasonable person in the position of the other party would wish to immediately terminate this Agreement because of that breach.
- b) References to the “**Services**” mean Jirav’s cloud-based financial planning, forecasting, budgeting, dashboarding, and reporting software-as-a service listed on the applicable Order Form.
- c) References to the “**Website**” means the websites bearing the URLs jirav.com and jirav.io as well as any other website owned and/or operated by Jirav related to the Services.

SECTION 2: SERVICES – LIMITATIONS AND RESTRICTIONS

2.1. About the Services. Jirav provides the Services via the Website and hereby agrees to provide the Services to Customer and (i) employees, contractors, or agents of Customer who are authorized to access and use the Services (a) in the administration of accounts established by Customer and (b) in the course of their performance of work for Customer (“**Administrative Users**”); and (ii) in the case where Customer is an accounting firm or other professional services provider, individuals or entities who are clients of Customer and are authorized by Customer to use the Services solely with respect to the applicable client’s own account (“**Customer Clients**”). “**Authorized User**” means Administrative Users and Customer Clients. Subject to the terms of this Agreement, Jirav will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as **Exhibit A**. Subject further to the terms hereof, Jirav will provide Customer with reasonable technical support services in accordance with the terms set forth in **Exhibit A**.

2.2. Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer’s own risk. The parties will cooperate in good faith to achieve completion of any Services in a timely and professional manner. Customer understands and agrees that Company’s provision of the Services may depend on completion of certain Customer tasks or adherence to customer schedules within Customer’s control; consequently, the schedule for completion of the Services or any portion thereof may require adjustments or changes in the event such Customer tasks or schedules change or are modified or are not completed as anticipated. Company shall bear no liability or otherwise be responsible for delays in the provision of Services or any portion thereof to the extent occasioned by Customer’s failure to timely complete a Customer task or adhere to a Customer schedule.

2.3. Restrictions and Responsibilities. In addition to the other restrictions set forth herein and in the applicable Order Form (including, but not limited to, any restriction on the maximum number of Authorized Users, types of Authorized Users, departments, or plans), Customer will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“**Software**”); modify,

translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Jirav or authorized within the Services; or remove any proprietary notices or labels unless purchased on a white-label basis; or directly or indirectly use the Services or any models or output for purposes of developing a product, service or solution that is intended or designed to compete with Jirav. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that it will, and will ensure that each Authorized User also will, use the Services only in compliance with this Agreement and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “**Equipment**”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer’s account or the Equipment with or without Customer’s knowledge or consent.

2.4. Authorized Users. For any prospective Authorized User who is not a direct employee, Customer hereby assumes all liability and responsibility for such Authorized User’s compliance with, or breach of, the terms of this Agreement.

SECTION 3: ACCOUNTS, USE OF THE SERVICES

3.1. Online Accounts. Customer shall be given the opportunity to register via email form to create customer accounts (each, an “**Account**,”) that will allow Customer and Customer’s Authorized Users to receive information from Jirav and/or to participate in certain features of the Services. Jirav will use the information Customer provides in accordance with Jirav’s Privacy Policy (the current version of which may be found at <https://www.jirav.com/privacy-policy>). Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer’s knowledge. Customer agrees to maintain and promptly update Customer’s registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Jirav may rely on this password to identify Customer. Customer is responsible for all use of Accounts, regardless of whether Customer authorized such access or use, and for ensuring that all use of Accounts complies fully with the provisions of this Agreement.

3.2. Transfer Prohibited. Customer shall not, and shall not allow others, to sell, trade or transfer any Account to any other person or entity.

3.3. Right to Monitor. Jirav shall have the right to monitor an Account in Jirav’s sole and exclusive discretion.

3.4. Confidential Information and Data Confidentiality. Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information

relating to the Disclosing Party's business that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party (hereinafter referred to as "**Confidential Information**" of the Disclosing Party). Confidential Information of Jirav includes non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes non-public data provided by Customer to Jirav to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in Jirav's Privacy Policy) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to (I) any information after five (5) years following the disclosure thereof, provided however, that the Receiving Party's obligations shall continue indefinitely with respect to any Confidential Information constituting a trade secret under applicable law; or (II) any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. A disclosure of Confidential Information which is required to be disclosed by law is not a breach of this Agreement. Customer shall own all right, title and interest in and to the Customer Data. Jirav shall own and retain all right, title and interest in and to (A) the Services and Software, all improvements, enhancements or modifications thereto, (B) any software, applications, inventions or other technology developed in connection with Jirav professional services performed for Customer ("**Professional Services**"), Customer feedback or technical support, and (C) all intellectual property rights related to any of the foregoing. Notwithstanding anything to the contrary, Jirav shall have the right, in compliance with applicable data privacy laws, to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Jirav will be free (during and after the term hereof) to (x) use such information and data to improve and enhance the Services (including usage as training data for machine learning models) and for other development, diagnostic, benchmarking, and corrective purposes in connection with the Services and other Jirav offerings, and (y) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

SECTION 4: FEES; TERMS OF PAYMENT; REFUNDS

4.1. Services Fee. Customer shall pay all Services fees per the schedule(s) set forth in the Order Form. The unit pricing for the Services is fixed during the Initial Term (as defined in Section 5.1 below). Jirav may modify the unit pricing for the Services effective upon the start of any Renewal Term (as defined in Section 5.1 below).

Only if Customer is an accounting firm or other professional services provider: Adjustments made to add additional functionality, upgrade to a new version of the Services, or to add or remove accounts will be reflected as of the end of each month in the form of an invoice for the pro-rated amount due for such change(s) through the end of the then-current billing period. Regardless of any such changes made by Customer to its subscription, Customer will be responsible for the minimum Services fee amount reflected in the Order Form signed at the beginning of each Term.

4.2. Professional Services Fee. Customer shall pay to Jirav Professional Services fees as set forth in the Order Form for any and all Professional Services and training.

4.3. Invoicing. All fees shall be pre-paid on either a monthly, quarterly, or annual schedule as specified in the applicable Order Form. If Customer believes that Jirav has billed Customer incorrectly, Customer must contact Jirav no later than fifteen (15) calendar days after the closing date on the invoice in which the error or problem appeared, in order to receive an adjustment or credit. Billing inquiries should be sent to ar@jirav.com.

4.4. Form of Payment. Payment shall be made by credit card, debit card, ACH, or wire payment unless otherwise agreed to in writing (email to suffice) by Jirav. If Customer chooses credit card as its payment method, a reasonable credit card transaction fee will be added to each invoice. If otherwise agreed to by Jirav, then payment may be made by check in advance of the applicable due date.

4.5. Taxes. Customer is responsible for all duties, taxes, and levies that

apply to fees under this Agreement, including sales, use, VAT, GST, or withholding taxes; however, Customer is not responsible for Jirav's income taxes.

4.6. Suspension of Services. Payments are due on the first day of the billing cycle indicated on the Order Form. In the event a balance remains unpaid by Customer ten (10) business days following the first (1st) day of the billing cycle, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Unpaid amounts are subject to a finance charge of one percent (1%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services.

4.7. Refunds. In no event other than uncured material breach of this Agreement by Jirav shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or Jirav's failure to meet any Service Level as set forth herein.

SECTION 5: TERM AND TERMINATION

5.1. Term and Termination; Renewals. This Agreement commences as of the Effective Date and shall continue thereafter for one (1) year as specified on the Order Form, unless terminated sooner as provided for herein (the "**Initial Term**"). Customer agrees that this Agreement will be renewed automatically for successive one (1) year terms thereafter (each, a "**Renewal Term**") unless either party provides written notice of termination or non-renewal at least thirty (30) days before expiration of the applicable Initial Term or then-current Renewal Term. This Agreement may be terminated by Customer per the foregoing sentence by written notice sent via email to ar@jirav.com. For annual subscriptions, Jirav will provide Customer with an email reminder at least sixty (60) days prior to the start of any Renewal Term. This Agreement may also be terminated if either party breaches a material provision hereof and fails to cure such breach within thirty (30) days of written notice thereof. The Initial Term and any Renewal Terms are collectively referred to as the "**Term**."

5.2. Payments upon Termination. In the event that Customer terminates use of the Services, except for in instances of Jirav's material breach of this Agreement, prior to the end of the Term, the remainder of the Services fees and other fees shall immediately become due and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination.

5.3. Return of Customer Data. Upon the termination of Customer's use of the Services and for a period of not less than ninety (90) days following termination of this Agreement, Customer may request a final extract of the Customer Data in a commonly accessible data format requested by Customer. If more than two (2) hours of assistance by Jirav is required to give effect to the foregoing, such time shall be on a for-fee basis. Following delivery of all Confidential Information to Customer, unless otherwise requested by Customer, Jirav shall promptly destroy (via zero fill or other appropriate mechanism) all Confidential Information in Jirav's possession or under its control, and Jirav shall promptly provide Customer a certification of such destruction, upon request by Customer. Notwithstanding the foregoing, in the event Customer Data has been used to run a benchmark or other blind aggregation analysis, such derived data shall not be deleted and shall continue to be held by Jirav in accordance with Section 3.4 hereof and its Privacy Policy.

SECTION 6: DISCLAIMERS; LIMITATIONS OF LIABILITY; INDEMNIFICATION

6.1. DISCLAIMER OF WARRANTY. Jirav shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Jirav or by third-party providers, or because of other causes beyond Jirav's reasonable control, but Jirav shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, JIRAV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND JIRAV DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.2. LIMITATION OF LIABILITY.

6.2.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NOTHING SHALL LIMIT EITHER PARTY'S LIABILITY OR DAMAGES FOR: (A) ITS INDEMNIFICATION OBLIGATIONS HEREIN (INCLUDING IN INDEMNITY AND INSURANCE); OR (B) GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT, OR MORE CULPABLE ACT OF SUCH PARTY OR ANY OF ITS EMPLOYEES, CONTRACTORS, OR OTHER AGENTS.

6.2.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO SECTION 6.2.1, NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE AGREEMENT FOR ANY: (I) LOST REVENUES, PROFITS, SAVINGS OR GOODWILL; OR (II) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. SUBJECT TO SECTION 6.2.1, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES AND OTHER AMOUNTS PAID OR PAYABLE BY CUSTOMER TO JIRAV PURSUANT TO THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE ON WHICH SUCH CLAIM FIRST AROSE.

6.3. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND JIRAV AND JIRAV'S AFFILIATES, SUPPLIERS, VENDORS AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, USERS AND AGENTS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, PROCEEDINGS, EACH BROUGHT BY A THIRD PARTY, TO THE EXTENT ARISING OUT OF OR RELATED TO (A) CUSTOMER'S OR ITS AUTHORIZED USER'S USE OF THE SERVICES; (B) CUSTOMER'S OR ITS AUTHORIZED USER'S NONCOMPLIANCE WITH OR BREACH OF THIS AGREEMENT; (C) CUSTOMER'S OR ITS AUTHORIZED USER'S VIOLATIONS OF ANY THIRD-PARTY RIGHTS, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS; OR (D) THE UNAUTHORIZED USE OF THE SERVICES BY ANY PERSON, AND SHALL INDEMNIFY AND HOLD INDEMNIFIED PARTIES HARMLESS FROM ALL RESULTING LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS OF LITIGATION AND APPEAL.

JIRAV AGREES TO DEFEND CUSTOMER AND ITS DIRECTORS, OFFICERS, AUTHORIZED USERS AND AGENTS (COLLECTIVELY, THE "**CUSTOMER INDEMNIFIED PARTIES**") FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS, EACH BROUGHT BY A THIRD PARTY, TO THE EXTENT ARISING OUT OF (A) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF JIRAV IN PROVISION OF THE SERVICES, OR (B) JIRAV'S VIOLATION OF ANY THIRD-PARTY RIGHTS, INCLUDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND SHALL INDEMNIFY AND HOLD CUSTOMER INDEMNIFIED PARTIES HARMLESS FROM ALL RESULTING LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, SETTLEMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION AND APPEAL.

SECTION 7: GOVERNING LAW; ARBITRATION

7.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Texas without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Travis County, Texas, and any cause of action that relates to or arises from this Agreement and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2.

7.2. Mediation; Arbitration. The parties will first attempt to settle any dispute concerning, relating, or referring to this Agreement and/or the Services through a half-day, non-binding, virtual mediation session (e.g., Zoom videoconference). A mediator will be selected by agreement of both parties, or in the event the parties cannot agree on a mediator, a mediator will be selected in accordance with JAMS Streamlined Arbitration Rule 12. Each party shall bear its own costs and expenses and an equal share of the administrative and other fees associated with the mediation. If a dispute remains unresolved following mediation, it shall be resolved exclusively by binding arbitration

administered by JAMS in accordance with the substantive laws of the state of Texas and shall be brought for arbitration in Travis County, Texas, pursuant to the rules of JAMS. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. Nothing herein prevents either party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

SECTION 8: MISCELLANEOUS

8.1. Information Security. Jirav will implement commercially reasonable organizational and technical measures that are designed to prevent unauthorized or unlawful access, use or disclosure of Customer Data. By using the Services, Customer consents to Customer's information being collected, used and transferred as set forth in the Privacy Policy.

8.2. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms, except as may be limited by bankruptcy or insolvency laws and subject to principles of equity.

8.3. Waiver. Any waiver of a right under this Agreement shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

8.4. Force Majeure. Jirav shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond the control of us, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Jirav shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

8.5. Assignment. Jirav shall have the right to assign and/or transfer this Agreement and Jirav's rights and obligations hereunder to any third party after notifying Customer as provided for herein. Customer agrees and acknowledges that Customer shall not assign or transfer its rights or sub-contract or delegate the performance of any of its rights under this Agreement without Jirav's prior written consent in Jirav's sole and exclusive discretion. Any purported assignment or transfer in violation of this paragraph is void.

8.6. Rights of Third Parties. This Agreement does not give any right to any third party unless explicitly stated herein.

8.7. Relationship of the Parties. The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into any agreement of any kind in the name of the other party.

8.8. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

8.9. Notices. Except as explicitly stated otherwise, any notices shall be given by email or postal mail to the address (or email address) set forth on the Order Form, as updated from time to time.

8.10. SOC 2. Jirav shall at all times during the Term conduct its operations in such a manner as to receive an unqualified SOC 2, Type II opinion each year. "SOC 2, Type II" means the Service Organization Controls over Security, Confidentiality, Processing Integrity, Availability and/or Privacy, as developed by the AICPA.

8.11. Publicity. Customer grants a perpetual and irrevocable license to Jirav to reference Customer on public customer lists and to use Customer's name and logo on the Website, in press releases, advertising material and other promotional material. Jirav may, subject to Customer's written approval, also

publish a case study outlining the success of the relationship established by this Agreement, provided that it does not disclose any Confidential Information.

8.12. Entire Agreement. This Agreement, together with the Order Form, and Exhibits, contains the entire agreement of the parties with respect to the subject matter of this Agreement. All prior agreements and understandings are expressly merged into this Agreement. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning this Agreement. As Jirav's business evolves, it may change this Agreement and the other components of the Agreement (except any invoices and Order Forms) so long as such change does not materially

reduce the overall functionality or value of the Services. If Jirav makes a material change to the Agreement, it will provide Customer with reasonable notice prior to the change taking effect by emailing the email address associated with a Customer Administrative User. Customer can review the most current version of the Agreement at any time by visiting <http://www.jirav.com/>. The materially revised Agreement will become effective on the date set forth in Jirav's notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised Agreement.

Exhibit A – Technical Support and SLA

Technical Support

Jirav will provide Technical Support to Customer via phone, electronic mail, and chat on weekdays during the hours of 9:00 am through 5:00 pm U.S. Pacific time, with the exclusion of Federal Holidays (“**Support Hours.**”)

Customer may initiate a helpdesk ticket during Support Hours via Live Chat on the website, or any time by emailing support@jirav.com.

Jirav will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

Service Level Agreement (SLA)

1. Jirav will use reasonable commercial efforts to provide the Services and make them available for use by Customer for 99.5% of all Scheduled Availability Time (the “**Monthly Uptime Percentage**”). “**Scheduled Availability Time**” shall be defined as twenty-four (24) hours a day, seven (7) days a week, excluding: (i) scheduled maintenance downtime; (ii) maintenance downtime for critical Service issues; and (iii) any downtime due to defects caused by Customer, one of its vendors, third-party connections, utilities, or caused by other forces beyond the reasonable control of Jirav (such as internet outages or outages with respect to Customer’s network or internet access).

2. Jirav shall use reasonable efforts to provide Customer with notice of any downtime or interruption to the Services within one (1) hour of any such occurrence via SMS or email. Customer shall provide Jirav, and keep current, a list of its designated contacts with whom Jirav may communicate Technical Support services.

3. In the event Jirav does not meet its Monthly Uptime Percentage, Customer will be eligible to receive a credit to its account (the “**Credit**”) as set forth below. In order to receive a Credit, Customer must notify Jirav at support@jirav.com within thirty (30) days from the time Customer becomes eligible to receive the Credit. Customer will forfeit its right to receive the Credit if it fails to notify Jirav within this period. The maximum Credit to be issued to Customer in a single billing period*, will not exceed thirty-five percent (35%) of the amount due from Customer in the month Jirav failed to meet the Monthly Uptime Percentage. Any and all Credits shall be applied to future use of the Services sixty (60) days after Customer’s request.

Monthly Uptime Percentage	Percentage of Monthly* Invoice for Services to Credit to Customer’s Future Invoices
99.0% to < 99.5%	10%
95.0% to < 99.0%	25%
< 95.0%	35%

* Where Customer’s subscription is paid on an annual or quarterly basis (not monthly), the Credit shall be the indicated percentage of 1/12 of the Services fee for the then-current one-year period.

4. Customer shall only be eligible for Credits so long as its annual recurring revenue from this Agreement (as of the end of the applicable month during which Jirav did not meet its Monthly Uptime Percentage) equals or exceeds \$15,000.

5. This SLA sets forth Customer’s sole and exclusive remedy for any failure by Jirav to satisfy the Monthly Uptime Percentage. This SLA does not apply to (a) any features or services designated by Jirav as experimental, or (b) errors that are caused by factors outside of Jirav’s reasonable control, that result from Customer’s services and/or products, or that result from a breach of the Agreement.