

## EXHIBIT F: DECISIONING HUB SPECIFIC TERMS

### “DECISIONING HUB SPECIFIC TERMS” FOR DECISIONING HUB (“HUB”) APPLICABLE UPON ORDERING OF DECISIONING HUB BY CLIENT

#### 1. DEFINITIONS

Unless otherwise defined herein, any defined term shall have the meaning ascribed to it in the Agreement.

- **“Defect”**, which failure is reproducible by the OEM on an unmodified copy of the Licensed Software (excluding faults in the Documentation itself).
- **“Decisioning Hub Documentation”** means the most current version of the documentation, as provided by the OEM, that formally describes the use, function, or technical details of the Licensed Software.
- **“Licensed Software”** means the Decisioning Hub software applications. The term “Licensed Software” does not include Decisioning Hub Documentation.
- **“OEM”** refers to Kitewheel LLC, a Delaware limited liability company, with offices located at 186 South Street, 3rd Floor, Boston, Massachusetts 02111, USA.
- **“OEM Materials”** means the Licensed Software, Decisioning Hub Documentation, and other software, data and information provided or made available under this Decisioning Hub Specific Terms.
- **“Open Source Technology”** means any technology from the open source community, including any software that requires, as a condition of use, modification or distribution of such software, that other software incorporated into, linked with, derived from or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
- **“Scope Limitations”** means the limitations on the scope of the licenses granted to Client under this Decisioning Hub Specific Terms.
- **“Unauthorized Use”** means any use, possession, knowledge, viewing, inspection, examination, copying, disclosure, or other activity involving any part of the OEM Materials that is not expressly authorized under this Decisioning Hub Specific Terms.

#### 2. LICENSE GRANT

**2.1 Reservation of Rights.** The OEM Materials are licensed, not sold, to Client, and nothing in this Decisioning Hub Specific Terms will be interpreted or construed as a sale or purchase of the Licensed Software, Documentation or other materials. Client will not have any rights in or to the OEM Materials except as expressly granted in this Decisioning Hub Specific Terms or the Agreement. The Decisioning Hub is made available to Client through use of an Amazon Web Services (“AWS”) cloud instance. The OEM reserves to itself all rights to the Licensed Software and other materials not expressly granted to Client in accordance with this Decisioning Hub Specific Terms and the Agreement. The OEM retains all copyright, patent, and other intellectual property rights in and to the OEM Materials and all modifications and enhancements thereto.

Client acknowledges that the OEM Materials, all copies of the OEM Materials, and any know-how and trade secrets related to the OEM Materials, are the sole and exclusive property of the OEM and/or its suppliers and contain the OEM’s and/or its suppliers’ confidential and proprietary materials.

**2.2 Client IPR Ownership.** Client shall own the Intellectual Property Rights in the business logic, workflows, analytics, interfaces and screen designs implemented with the Licensed Software, Licensee’s proprietary data sets and any Client business solutions developed by Client or the OEM in accordance with this Decisioning Hub Specific Terms.

**2.3 Third-Party Software.** The Licensed Software may contain Open Source Technology that is governed by the terms of applicable open source licenses. Links to applicable open source licenses and related materials is maintained by the OEM and available at: <https://kitewheel.atlassian.net/wiki/spaces/K2/pages/517308558/Open+Source+Software+Notices>.

#### 3. LICENSEE’S OBLIGATIONS

**3.1 Proprietary Rights Notices.** Client will neither alter nor remove any copyright notice or other proprietary rights notices that may appear on any part of the OEM Materials. In addition, when reproducing any part of the OEM Materials in accordance with this Decisioning Hub Specific Terms, Client must include all copyright and other proprietary rights notices as are currently contained on each part of the OEM Materials.

**3.2 No Warranties.** Client shall make no representations, warranties, or guarantees on behalf of the OEM.

**3.3 Protection against Unauthorized Use.** Client acknowledges that the OEM Materials furnished to Client by the OEM contain valuable proprietary rights of the OEM. Client will take appropriate steps and precautions for the protection of the OEM Materials. Without limiting the generality of the foregoing, Client will use its best efforts to prevent any Unauthorized Use and immediately notify the OEM in writing of any Unauthorized Use that comes to Licensee’s attention.

**3.4 Data Security.** If the Licensed Software or data maintained by the Licensed Software is accessible through the internet or other networked environment, Client shall maintain, in connection with the operation of the Licensed Software, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity,

authorization, authentication and non-repudiation and malware and virus detection and eradication.

#### **4. WARRANTIES**

**4.1 Performance Warranty.** Selligent warrants to Client that: (a) the Licensed Software will perform in all material respects, when properly used for the purpose and in the manner specifically authorized by this Decisioning Hub Specific Terms, without Defects during the Term of the Agreement ("Warranty Period"); (b) If any portion of the Licensed Software fails to conform to the warranties in this Section 4.1(a), Selligent's entire liability in contract, tort (including negligence) or otherwise, will be to use commercially reasonable efforts to provide a correction for any Defect that is (i) reported to the Selligent during the Warranty Period and (ii) reproducible by the OEM on an unmodified copy of the Licensed Software. If after repeated efforts, the OEM is unable to provide a correction for a reported Defect, then Licensee's exclusive remedy, and the Selligent's entire liability in contract, tort (including negligence), or otherwise, will be to refund to Client the License Fees paid by Client for the non-conforming Licensed Software upon Licensee's return of the original and all copies of such Licensed Software in its possession, together with its written statement of an authorized representative that it has ceased all use, reproduction, and distribution of such Licensed Software; (c) the OEM will be entitled in its sole discretion to make changes or upgrades to the Licensed Software, provided that such changes or upgrades do not cause any material reduction in functionality; (d) Neither Selligent nor the OEM does not and cannot control the network on which the Licensed Software operates or the flow of data to or from that network. Such flow depends largely on the performance of services provided or controlled by Client and third parties. At times, actions or omissions of Client or third parties can impair or disrupt connections. Selligent cannot guarantee that such events will not occur. Selligent cannot and does not warrant that the use of the Licensed Software will be uninterrupted, error-free or entirely secure, and disclaims any and all liability resulting from or related to such events; (e) The Client is entirely responsible for deciding to select the Licensed Software for its own business purposes and Selligent accepts no liability for any use to which the Client puts the Licensed Software; and (f) Selligent does not accept any responsibility or any liability for enabling the Client to link to any site on the internet, or the contents of any other site, whether one from which the Client has been linked to, or to which Client may link from.

**4.2 Service Level Warranty.** Selligent warrants at least 99.5% System Availability (measured monthly, in minutes), with calculations excluding any scheduled maintenance downtime. System Availability will be based on the availability to users of the OEM platform and is not a guarantee that any particular partner-developed process will execute correctly. System Availability is measured separately for two distinct services, both considered a 50% contribution to overall availability; firstly, availability of the OEM user and admin interfaces for building customer journeys; and secondly, availability of the OEM engines to execute customer journey processes.

On a monthly basis, within fifteen (15) days of the last day of each calendar month, Selligent shall provide Client with reports showing measurement of both types of System

Availability on a weekly and monthly basis for the month having just ended. Should either type of System Availability be below 99.5% over a calendar month, Client shall receive a credit equal to 2% of its subscription fees for the Service for that month, for each 0.1% (or portion thereof) by which such level is not achieved, up to a maximum of 20% of overall subscriptions fees for such month for each of the two modes of availability.

Should System Availability be below 90% (measured monthly, in minutes) over a calendar month, Client shall have the right to terminate this Decisioning Hub Service for cause, in which case Selligent will refund to Client any prepaid fees for the remainder of its subscription term after the date of termination. Any termination made by Client under this service level warranty must be made by submitting notice to Selligent within twenty (20) business days after Licensee's receipt of the System Availability report for the month ending of the relevant period.

**4.3 Disclaimer.** THE WARRANTIES SET FORTH IN THIS DECISIONING HUB SPECIFIC TERMS ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, AND SERVICE LEVEL AGREEMENT(S), AND SELLIGENT, FOR ITSELF AND ITS LICENSORS AND SUPPLIERS, HEREBY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. IN ADDITION, NEITHER THE OEM, ITS LICENSORS OR SUPPLIERS REPRESENT OR WARRANT THAT THE MATERIALS WILL BE ERROR FREE, OR OPERATE UNINTERRUPTED.

Client will use the reporting channels set out in the Selligent Support and Service Level Agreement to report any issues to the Selligent Support Team.

#### **5. INDEMNIFICATION**

**5.1 Exceptions.** Indemnification for Infringement claims pursuant to the Agreement shall not apply to, and Selligent shall not have any liability to Client with regard to, any Infringement claim or other claim which is based in whole or in part on (1) the use of the Licensed Software in combination with any computer program other than as permitted in accordance with the applicable technical specifications, or (2) a modification or supplement to the Licensed Software made by any person other than the OEM or Selligent, or (3) the use of the Licensed Software by Client following the OEM's or Selligent's instructions to discontinue use, or (4) any third party software or Open Source Technology.

(b) Within a reasonable time following notice of any alleged Infringement Claim, Selligent shall have the right, but not the obligation, to (1) obtain for Client the right to continue using the Licensed Software in accordance with the terms of the license, (2) allow the OEM to modify the Licensed Software to make the software non-infringing, which modification does not materially adversely affect the functionality of the Licensed Software, (3) allow the OEM to replace the Licensed Software with software which is functionally equivalent to the Licensed Software or (4) if the right to continue to use the Licensed Software cannot be

reasonably be procured or the Licensed Software cannot be modified or replaced, Selligent may terminate Licensee's right to use the Licensed Software, have Client remove or destroy such Licensed Software, and grant Client a credit on that portion of the License Fees paid by Client attributable to the affected portion of the Licensed Software.

**5.2 Exclusive Remedy.** This Section 5 states Selligent's sole and exclusive liability, and Licensee's sole and exclusive remedy, for any actual or alleged Infringement Claims with respect to the Licensed Software.

## **6. CLIENT INDEMNIFICATION**

**6.1 Defense.** Client will indemnify, defend and hold harmless Selligent from any actual or threatened third party claim arising out of or based upon (a) Licensee's combination of the Licensed Software or any other materials with any services, products, software, data or other technology not provided by Selligent; (b) any representation, warranty or guaranty made by Client or its Affiliates, subcontractors or channel partners to any third parties; or (c) any violation by Client of any applicable Laws.

**6.2 Indemnification.** Client will indemnify Selligent against: (a) all final damages awarded against Selligent in any proceeding under Section 6.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Selligent in connection with the defense of such proceeding; and (c) upon the settlement of any proceeding arising under Section 6.1, such third-party settlement amounts to the extent that Client agreed to such settlement. Client shall obtain and maintain insurance sufficient to cover its obligations hereunder and shall name Selligent as an additional insured.

**6.3 Exclusions.** Client will have no obligation under this Section 6 to the extent that the OEM is obligated under Section 5.1 to defend Client against such third-party claim.

## **7. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING IN THE AGREEMENT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SELLIGENT UNDER THESE DECISIONING HUB SPECIFIC TERMS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY FROM CLIENT FOR THE DECISIONING HUB SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING CLIENT'S FIRST ASSERTION OF THE CLAIM FOR LIABILITY. The limitations of liability reflect the allocation of risk between the parties. The limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Decisioning Hub Specific Terms is found to have failed of its essential purpose.

## **8. TERMINATION AND/OR SUSPENSION**

The term of these Decisioning Hub Specific Terms shall be co-terminus with the term of the Agreement. Should the Agreement terminate, these Decisioning Hub Specific Terms will also terminate as part of the Agreement. In case any agreement between Selligent and its subcontractor for the Decisioning Hub Service terminates or are suspended, for whatever reason, parties agree that the Decisioning Hub Service will also automatically terminate or be suspended, as the case may be. Selligent cannot guarantee any notice

period but will inform Client as soon as possible in the event the Decisioning Hub Service are terminated or suspended.

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## **9. MISCELLANEOUS**

**9.1 Audit.** During the Term and for a period of three (3) years thereafter, Client will keep current, complete, and accurate records regarding the use of the Licensed Software. Selligent and/or The OEM shall be permitted to conduct an audit of such records with a frequency and in a manner reflecting due deference to Client's on-going operations, but Selligent or the OEM may increase the frequency of audits if any audit reveals a significant discrepancy between actual and agreed practices, undertakings or financial issues.

**9.2 Survival.** Sections 1, 2.1, 2.2, 3.5, 4.4, 4.5, 5 - 8 of this Decisioning Hub Specific Terms shall survive any termination or expiration of the Term.