



Symphonica

Software as a Service Agreement

Cover Sheet

This Software as a Service Agreement (the "SaaS Agreement") is entered into as of this ____ day of _____, 20____ (the "Effective Date"), by and between _____, a company duly registered in _____ with its principal place of business at _____, email _____ (the "Customer") and [Intraway R&D S.A.], a company duly registered in [Uruguay] with its principal place of business at [Paraguay 2141, 6th floor, Of. 601, Zona Franca, Aguada Park, CP 11800, Montevideo, República Oriental del Uruguay], email legal@intraway.com ("Intraway", and together with Customer, the "Parties" and each a "Party").

This SaaS Agreement includes this Cover Sheet, the attached SaaS Terms and Conditions, all attached Exhibits, and any and all attached or incorporated policies, SOWs, and/or other documents. Unless otherwise specified, in the event of a conflict among a term set forth in the attached SaaS Terms and Conditions, a term set forth in an Exhibit and/or any SOW executed by the Parties, and a term set forth in an attached or incorporated policy, or other document, including without limitation a confirmation, email, letter or invoice, the term set forth in the attached SaaS Terms and Conditions will control.

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BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO EACH AND ALL OF THE ATTACHMENTS TO THE SAAS AGREEMENT, INCLUDING BUT NOT LIMITED TO ITS SAAS TERMS AND CONDITIONS AND EXHIBITS A, B AND C.

EACH OF THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS SAAS AGREEMENT FOR AND ON BEHALF OF THE ENTITY HE/SHE REPRESENTS.

Intraway	Customer
Signature	Signature
Name	Name
Position	Position
Date	Date

SaaS Terms and Conditions

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1. DEFINITIONS

“Administrator User” means each Customer’s employee and/or representative designated by Customer to serve as technical administrator of the SaaS Services and/or the Services on Customer’s behalf. Each Administrator User must complete training and qualification requirements reasonably required by Intraway from time to time at Intraway’s sole and absolute discretion.

“Affiliate” means, with respect to either Party, any other present or future entity controlling, controlled by, or under common control with such Party, and so long as such control exists. For the purposes of this definition, “control” (and its derivatives) means, with respect to any Party, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such Party, whether through the ownership of voting stock, shares or other equity interest in the controlled person (or other ownership interest), by contract or otherwise.

“Beat” means a single operation performed by Symphonica on an external system. For instance, executing an Order that involves configuring a router port, testing the port status, and updating an external inventory system each constitutes a Beat. Beats can be initiated through various means such as an API call from an external system, actions within Symphonica’s web or mobile application, scheduled jobs, bulk operations, or orchestration processes. The number of Beats executed in a single workflow run can vary significantly, depending on the complexity of the automated use case.

"Confidential Information" has the meaning established in Section 12.

"Customer Content" means all data and materials provided by Customer, Users and/or Administrator Users to Intraway or collected by Intraway on Customer's behalf in connection with the customization, usage and/or access for the provision of the Services, including without limitation, private network IP addressing, network elements authentication credentials, vendor-specific API documentation, end customers data, and any and all other information.

"Deliverables" means any tangible or intangible output that may be provided to Customer according to and as defined in any applicable SOW.

"Directive" means the European Union Directive 95/46/EC, the General Data Protection Regulation (EU) 2016/679 (also known as GDPR), and any related laws or regulations governing the processing of Personal Data and special categories of data as defined in such laws, including any subsequent amendments or regulations that may replace them.

"Disclosing Party" has the meaning specified in Section 12.

"Documentation" means the user guides, online help, release notes, training materials, politics, and other documents provided or made available by Intraway to Customer regarding the access, use or operation of the SaaS Services or the Other Services if applicable.

"Effective Date" means the date on which this SaaS Agreement is signed by both Parties and becomes legally binding and enforceable, unless otherwise specified within this SaaS Agreement.

"Force Majeure Event" means any acts, events, omissions or accidents beyond Intraway's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Intraway or any other party), failure of a utility service or transport or telecommunications network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Intraway or its subcontractors or service providers.

"Host" means the computing infrastructure from which the Software is served, which is and shall be owned and operated by Intraway or its authorized subcontractors or service providers exclusively, as set forth herein.

"Intellectual Property" means all algorithms, apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulas, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, copyrights, marks (including brand names, product names, logos and slogans), trademarks, trade secrets, patents, methods, models, procedures, processes, schematics, software codes (in any form including source code and executable or object code), specifications, subroutines,

techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

“Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to or derived from registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this definition.

“Maintenance Services” means the support and maintenance services provided by Intraway to Customer pursuant to the provisions included in Exhibit A of this SaaS Agreement.

“Other Services” means all technical and non-technical services (other than SaaS Services and Maintenance Services) performed or delivered by Intraway under this SaaS Agreement, including, without limitation, implementation services, custom software development, professional services, training and education services. Other Services will always be provided (i) on a time and material basis, and (ii) on a non-work for hire basis.

“Personal Data” means Customer’s personal data or the personal data of Customer’s employees and Affiliates.

“Receiving Party” has the meaning specified in Section 12.

“SaaS Services” refer to the specific internet-accessible services to be provided by Intraway as described in Exhibit B. These services include the access and use of Symphonica (hosted by Intraway or its authorized subcontractors or services providers) and made available to Customer over a network on a subscription basis for the term agreed in Exhibit B.

“SLA” or “Service Level Agreement” means the service level agreement for the SaaS Services as set forth in Exhibit A hereto.

“Service Units” refers to an individual service subscription provided by Customer (in its role of service provider) to an end consumer. High-speed data, voice and video are different examples of individual service subscriptions that may be provided to end customers. The Service Unit is a logical representation of an individual service subscription that is registered in Symphonica’s inventory as a Customer Facing Service (CFS). Every CFS registered in Symphonica’s inventory will be considered in the number of Service Units in use by Customer, including those that have been deactivated but remain in Symphonica’s database.

“Services” means, collectively, the SaaS Services and the Other Services.

“Software” means the object code version of any software to which Customer is provided access as part of the SaaS Services, including any updates, upgrades or new versions.

“SOW” or “Statement of Work” means the document specifying, without limitation, the scope, objective, costs and time frame of the Deliverables and the Other Services that Intraway will perform for the Customer under this SaaS Agreement.

“Subscription Term” means that mandatory period specified in Exhibit B during which Customer will have right to access remotely and use the SaaS Services, subject to the terms and conditions of this SaaS Agreement. The Subscription Term may be subject to renewal or termination as specified in this SaaS Agreement and its Exhibits.

“Suspension Notification” has the meaning specified in Section 7.2.

“Symphonica” refers to the Software provided by Intraway under this SaaS Agreement on a subscription basis. Symphonica is a flexible platform designed to automate processes related to Service Activation Orchestration, among others, as more specifically described in Exhibit A of this SaaS Agreement.

“Taxes” has the meaning specified in Section 5.5.

“User” means each Customer’s employee and/or representatives authorized to use the SaaS Services and/or the Other Services.

2. SERVICES

2.1 SaaS Services. Subject to Customer’s compliance with its payment obligations and all other terms and conditions of this SaaS Agreement, Intraway hereby grants Customer a non-exclusive, non-transferable, revocable, [worldwide] and limited right to access remotely and use the SaaS Services during the Subscription Term and in accordance with Exhibit B and the other provisions of this SaaS Agreement and any ancillary documents.

2.2. Other Services. In addition to the foregoing, Intraway may provide Other Services as specifically required by Customer and documented under the Statements of Work that may be mutually agreed and executed by the Parties from time to time.

2.3 Permitted Use. The Services provided by Intraway may be used by Customer solely for its internal business operations and in compliance with the limitations specified in this SaaS Agreement and in Exhibit B, including but not limited to the number of Service Units and/or Beats per month documented therein.

2.4 No Additional Rights. Customer acknowledges, understands and agrees that this SaaS Agreement is a service subscription. Except for the rights expressly granted in this Section 2, no other rights, licenses, or interests in the SaaS Services or related Intellectual Property are granted to Customer under this SaaS Agreement.

3. INTELLECTUAL PROPERTY. RESTRICTIONS

3.1 Intraway retains all right, title, and interest in all Intellectual Property Rights, including without limitation all patents, trademarks, trade secrets, trade names, copyrights, sources and object codes, specifications, designs, processes, techniques, improvements, discoveries and inventions, whether registered or not registered, related to, derived from or in connection with the Services, Software, Documentation, Deliverables, the Intellectual Property created by Intraway for its own purposes or specifically developed for a Customer, and the underlying technology thereof, Intraway's Confidential Information, and the derivative works, modifications, improvements or derivative works thereof and all works of authorship created, invented, reduced to practice, authored, developed, or arising from any of the foregoing. Intraway also owns all aggregated and anonymized statistical and performance information related to the Services, and Customer understands that such information is inherent to, and necessary for, Intraway's provision of the Services. Intraway reserves all rights in the Services not expressly granted herein, and no license or implied rights of any kind are granted or conveyed. This SaaS Agreement does not permit Customer to use any Intraway's trademarks.

3.2 Customer shall not, and shall not permit anyone to: (i) copy or republish the Services and/or Software, (ii) make the Services and/or the Software available to any person other than Users, (iii) use or access the Services and/or Software to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Services, Software or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Services, Software or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software, or (vii) access the Services, the Software, or use the Documentation or any other Intraway's Intellectual Property in order to build a similar product or competitive product. Subject to the limited access and use rights granted herein, Intraway shall own all right, title and interest in and to the Software, the Services, the Intellectual Property or any other material, documents or policies provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and Intellectual Property Rights therein, whether the same was created by Intraway for its own purposes or specifically developed for a Customer. Customer agrees to assign all right, title and interest it may have in the foregoing to Intraway. Failure to comply with the provisions set forth above may result, at Intraway's sole and absolute discretion, in the termination or suspension of access to the Services (or any part thereof) as well as immediate termination of this SaaS Agreement and any ongoing SOW, regardless from any other remedy Intraway is entitled to under this SaaS Agreement or applicable law, and without liability, including for prepaid Services. Additionally, Customer shall reimburse Intraway for any costs, including reasonable attorneys' fees, incurred in connection with enforcing this SaaS Agreement or addressing Customer's breach of its obligations herewith. Intraway reserves the right to seek injunctive relief or other equitable remedies to prevent further misuse of its Intellectual Property. Intraway further reserves the right to claim damages, including direct, indirect, consequential, or incidental damages, to the fullest extent permitted by applicable law, as well as any other monetary relief arising from Customer's breach of this SaaS Agreement.

3.3 The obligations contained in this Section 3 shall survive the termination of this SaaS Agreement for any cause and shall remain in full force and effect until the expiration of the applicable statute of limitations for any actions that may arise under this SaaS Agreement.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance. Customer shall provide commercially reasonable information and assistance to Intraway to enable Intraway to deliver and to permit the access and use of the Services. Upon request from Intraway, Customer shall promptly deliver Customer Content to Intraway in an electronic file format specified and accessible by Intraway. Customer acknowledges that Intraway's ability to deliver and to permit the access and use of the Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance. Intraway shall not be responsible for any delays or failures in delivering and providing access to the Services caused by or resulting from, in whole or in part, Customer's delay or failure to provide the required assistance, information, or Customer Content as set forth in this Section.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Intraway exercises no control over the content of the information transmitted by Customer or the Users through the Services. Accordingly, Intraway shall not be responsible for the content, accuracy, legality, or appropriateness of any information or material uploaded, posted, transmitted, or otherwise made available by Customer or the Users through the Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property rights without first obtaining the permission of the owner of such rights.

4.3 Unauthorized Use. False Information. Customer shall: (a) notify Intraway immediately of any unauthorized use of any password or User ID or any other known or suspected breach of security, (b) report to Intraway immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by Customer or any Customer's User, and (c) not provide false identity information to gain access to or use the Services. Customer acknowledges and agrees that Intraway shall not be liable for any damages, delays, or issues arising from Customer's failure to comply with the obligations set forth in this Section, including delays in notifying Intraway of unauthorized access or misuse. Furthermore, Customer shall indemnify and hold Intraway harmless from and against any claims, losses, or liabilities resulting from such failure or delay.

4.4 User Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users and/or Users. Intraway shall not be liable for any loss of data or functionality caused directly or indirectly by any of the Users, including without limitation, the Administrator Users. Customer shall indemnify and hold Intraway harmless from and against

any claims, losses, or liabilities resulting from such acts, omissions and loss of data or functionalities.

4.5 Customer Input. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property rights of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer acknowledges that Intraway shall not be responsible for verifying, monitoring, or reviewing Customer Content, and Intraway shall not be liable for any claims, damages, or liabilities arising from or related to the Customer Content. Customer further agrees to indemnify and hold Intraway harmless from and against any third-party claims, damages, or expenses resulting from a breach of this Section, including, without limitation, legal fees and costs.

4.6 License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Intraway a limited, non-exclusive and non-transferable license to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the Services to Customer.

4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. Intraway or its licensors retain all ownership and intellectual property rights in and to the Services, Software, and anything developed and delivered under this SaaS Agreement, its Exhibits and any and all Statements of Work. This includes, but is not limited to, all derivative works, enhancements, modifications, and improvements made to the Services or Software.

Any third-party technology that may be required or appropriate for use with the Software is and/or shall be specified in the Documentation and/or in the applicable SOW. Customer's rights to use such third-party technology shall be limited to the terms and conditions provided in the third-party technology license agreement, which shall be made available by Intraway upon request, and are not governed by this SaaS Agreement. Customer acknowledges and agrees that: (i) the use of third-party technology may be subject to additional restrictions or limitations imposed by the respective third-party licensors, and compliance with such restrictions is Customer's sole responsibility, and (ii) Intraway shall not be liable for any non-compliance by Customer or by any third-party with such terms or for any consequences arising from Customer's use or misuse of such third-party technology.

4.8 Feedback. Intraway shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any ideas, suggestions, enhancement requests, recommendations or other feedback provided by Customer and its Users, relating to the operation, implementation and functionalities of the Software and Services.

5. PAYMENT

5.1 Compensation for SaaS Services. As consideration for the SaaS Services provided by Intraway, Customer agrees to pay Intraway the amounts specified in Exhibit B and according

to the provisions specified therein. All SaaS Services acquired by Customer shall be governed exclusively by this SaaS Agreement and Exhibit B hereto.

5.2 Compensation for Other Services. Customer may order Other Services pursuant separate SOWs that the Parties may execute from time to time, which shall include, among other provisions, the compensation and payment conditions applicable for such Other Services.

5.3 Invoicing and Payment. Unless otherwise provided in Exhibit B, Intraway shall invoice Customer for the compensation detailed in Exhibit B on the Effective Date. Unless otherwise specified in any respective SOW, provisions of this Section 5.3 will be applicable to Other Services' invoices and payment.

5.3.1. Customer shall pay Intraway all invoices within thirty (30) days from the invoice date.

5.3.2. Customer acknowledges and agrees that invoices may be issued by Intraway or by any other present or future Affiliates or partners of Intraway, at the sole discretion of Intraway. Customer agrees to pay the corresponding amount using the designated payment method and within the agreed-upon payment terms set forth in Exhibit B and these SaaS Terms and Conditions, regardless of the entity that issued the invoice. Customer expressly waives any right to take any action or raise any claim based on having received the invoice from an entity other than the entity entering into this SaaS Agreement. Customer acknowledges that the obligation to pay is not contingent upon the identity of the invoicing entity, and payment must be made in full as per the terms of Exhibit B and these SaaS Terms and Conditions.

5.3.3. Unless otherwise provided in Exhibit B or in any respective SOW, compensation for the Services will be invoiced and paid in United States Dollars (USD) and is exclusive of any applicable Taxes, as provided in Section 5.5 below. If payment is made or attempted to be made in any other currency, Intraway may refuse to accept such payment, and Customer will be deemed in default. In such case, Customer shall immediately enter into arrears and Intraway may charge interest on the overdue amount at the rate specified below.

5.3.4. Unless otherwise provided in Exhibit B or in any respective SOW, any unpaid amount when due or any amount intended to be paid in any other currency other than as stipulated herein, [or, if paid in another currency, calculated based on a different exchange rate], will accrue interest at a one point five percent (1.5%) monthly rate, calculated from the date of default until the date of full and complete payment in the agreed currency, as accepted by Intraway. The accrual of interest shall be without prejudice to Intraway's right to suspend the Services in accordance with Section 7.2 of these SaaS Terms and Conditions.

5.3.5. Except as otherwise specified in Exhibit B or in any respective SOW: (i) compensation is based on SaaS Services subscriptions purchased and not actual usage, provided, however, that Intraway may charge for overage usage as specified in Exhibit B, in any respective SOW, and/or as otherwise agreed in writing with Customer; (ii) payment obligations are non-cancelable during the entire Subscription Term and fees paid are non-refundable, even

upon early termination of this SaaS Agreement for any reason; and (iii) quantities purchased, as specified in Exhibit B, cannot be decreased during the relevant Subscription Term.

5.3.6. Starting in the second year of the Subscription Term and each year thereafter (including any renewal thereof), Intraway may adjust the compensation for the SaaS Services, as well as for any Other Services requested by Customer, by an amount not to exceed the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, measured over the most recent 12-month period available at the time of adjustment. Such adjustments may be applied annually during each year of the Subscription Term and any renewals, regardless of the total length of the Subscription Term. Intraway shall provide Customer with written notice of any such adjustment at least fifteen (15) days prior to the end of the then-current annual period, and the adjusted compensation shall become effective for the immediately following year of the Subscription Term (or any renewal thereof).

Except as expressly provided in Exhibit B or in any respective SOW, the renewal of promotional or one-time priced subscriptions will be at Intraway's sole and absolute discretion.

5.4 Expenses. Customer will reimburse Intraway for its reasonable, out-of-pocket travel and related expenses incurred in performing the Services. Except as expressly provided in Exhibit B or in any respective SOW, Intraway shall notify Customer prior to incurring any such expenses.

5.5 Taxes. All prices and Compensation under this SaaS Agreement are exclusive of any applicable taxes, duties, withholding taxes, deductions, levies or similar governmental charges (jointly, "Taxes"), unless expressly stated otherwise. Customer shall be solely responsible for the payment of any and all Compensation free and clear of all Taxes and net of any deductions or withholdings, including, but not limited to, sales and use taxes, value-added taxes (VAT), withholding taxes, excise taxes, goods and services taxes (GST), service taxes, or any other similar taxes, charges, or levies imposed by any governmental authority related to Customer's purchase, use, or receipt of the SaaS Services or Other Services. Customer shall ensure that all Taxes are paid in a timely manner and in accordance with applicable laws, and shall indemnify and hold Intraway harmless from and against any claims, penalties, interest, losses, or liabilities resulting from such failure or delay.

In the event that Customer is required by law to deduct or withhold any Taxes from payments made to Intraway, Customer shall gross-up the amount payable so that Intraway receives the amount it would have received absent such deduction or withholding.

Customer agrees to provide Intraway with any necessary documentation or forms required by tax authorities to substantiate the tax treatment of payments made under this SaaS Agreement (including without limitation, withholding certificates, tax residency certificates, or similar documents), and to indemnify and hold Intraway harmless from and against any claims, penalties, interest, losses, or liabilities arising from Customer's failure or delay to comply with applicable tax laws. Customer further commits to cooperate in good faith with

Intraway in the event of any tax audit or inquiry related to payments under this SaaS Agreement, including providing any necessary documentation within reasonable time.

At Customer's request and upon Intraway's approval, Intraway may invoice Customer for any applicable Taxes as a separate line item on each invoice, in addition to the agreed-upon Compensation for the SaaS Services or Other Services.

6. TERM

6.1 Term of SaaS Agreement. Except as otherwise specified in Exhibit B, the term of this SaaS Agreement shall begin on the Effective Date and shall continue until the Subscription Term has expired or has been terminated according to Section 7 below.

Except as otherwise specified in Exhibit B, the Subscription Term shall not be cancelable, and in the event of any early termination of this SaaS Agreement for any reason prior to the expiration of such term, Customer shall be liable and shall pay the full amount of the Compensation for the entire Subscription Term, which shall be immediately due and payable in full upon any such early termination.

Except as otherwise specified in Exhibit B, Subscription Term will automatically renew for additional periods equal to the expiring Subscription Term or one (1) year (whichever is shorter), unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

7. TERMINATION

7.1 Termination. Either Party may terminate this SaaS Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of written notice of such breach. For the purposes of this Section, a material breach by Intraway shall mean a failure to comply with any obligation expressly set forth in this SaaS Agreement or in any SOW executed by the Parties pursuant to this SaaS Agreement. Termination under this Section shall be without prejudice to any other rights or remedies available under this SaaS Agreement, at law or in equity.

7.2 Suspension for Non-Payment. Intraway reserves the right to suspend the access and use of the Services if Customer fails to pay any amounts due under this SaaS Agreement in a timely manner. Such suspension may occur only after Intraway has notified Customer of the payment failure, and Customer has not cured the failure within fifteen (15) days of receiving the notification (the "Suspension Notification"). Suspension of the Services does not relieve Customer of its payment obligations under this SaaS Agreement, including the payment of any accrued interests as provided in Section 5.3.4. Customer agrees that Intraway shall not be liable to Customer or any third party for any liabilities, claims, penalties, interests, losses or expenses arising from or related to the suspension of Services due to Customer's non-payment.

7.3 Suspension for Ongoing Harm. Intraway reserves the right to temporarily suspend the access and use of the Services if Intraway reasonably concludes that Customer and/or any User utilization of the Services is causing immediate and ongoing harm to Intraway and/or others. In the extraordinary case that Intraway must temporarily suspend access and use of the Services, Intraway shall immediately notify Customer of the suspension and the Parties shall diligently attempt to resolve the issue. Intraway shall not be liable to Customer or to any third party for any liabilities, claims, penalties, interests, losses or expenses arising from or relating to any temporal suspension of the Services in accordance with this Section 7.3. Nothing in this Section 7.3 will limit Intraway's rights under Section 7.5 below.

7.4 Termination for Convenience. Intraway may terminate this SaaS Agreement, at any time, without cause, by providing thirty (30) days' prior written notice to Customer. Upon termination for convenience, Customer will remain responsible for any fees, compensation or charges incurred up to the termination of the Subscription Term. Termination for convenience will not affect any rights, fees, compensation and/or obligations accrued prior to the termination date.

7.5 Effect of Termination.

7.5.1. Upon termination of this SaaS Agreement for any cause, Intraway shall immediately cease providing the Services and all access and usage rights granted under this SaaS Agreement shall terminate.

7.5.2. If Intraway terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to Intraway all amounts then due under this SaaS Agreement and to become due during the remaining Subscription Term of this SaaS Agreement (including any renewal thereof), but for such termination, including all amounts due for SaaS Services and for Other Services.

7.5.3. Any termination for any reason will not affect nor undermine any payment obligation from Customer for the whole committed Subscription Term (including any renewal thereof).

8. SERVICE LEVEL AGREEMENT

Exhibit A and the respective SLA contained therein sets forth Customer's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

9. WARRANTIES

9.1 Warranty. Intraway represents and warrants that it shall provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer's exclusive remedy shall be those provided in Section 7.

9.2 INTRAWAY WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. INTRAWAY DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT INTRAWAY WILL CORRECT ALL SAAS SERVICES ERRORS. INTRAWAY MAKES NO WARRANTY OF ANY KIND THAT THE SAAS SERVICES OR THE DOCUMENTATION, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE OR ACCURATE. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT INTRAWAY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

9.3. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY INTRAWAY (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS SAAS AGREEMENT. NEITHER INTRAWAY, NOR ANY OF ITS AFFILIATES, SUBCONTRACTORS, PROVIDERS, LICENSORS OR OTHER SUPPLIERS, WARRANT OR GUARANTEE THAT THE ACCESS, USE AND OPERATION OF THE SAAS SERVICES AND/OR THE SOFTWARE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL INTRAWAY OR ANY OF ITS AFFILIATES, SUBCONTRACTORS OR SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

10. LIMITATIONS OF LIABILITY

INTRAWAY (AND/OR ITS AFFILIATES, LICENSORS, SUBCONTRACTORS, PROVIDERS, OR OTHER SUPPLIERS OF INTRAWAY) SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICES, INCURRED BY INTRAWAY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR IF INTRAWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTRAWAY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM AROSE. SUCH LIMITATION SHALL APPLY TO ALL CLAIMS THAT MAY ARISE FROM TIME TO TIME UNDER THIS SAAS AGREEMENT IN THE AGGREGATE AND NOT TO EACH INDIVIDUAL CLAIM SEPARATELY.

11. INDEMNIFICATION

11.1 Indemnification by Intraway. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright or trademark, or misappropriate any trade secret, or that Intraway's gross negligence or willful misconduct has caused bodily injury or death, Intraway shall defend Customer against the claim at Intraway's expense and Intraway

shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against Customer or agreed to in a written settlement agreement signed by Intraway, to the extent arising from the claim. Intraway shall have no liability for any claim based on (a) the Customer Content, (b) modification of the Services or the Documentation not authorized by Intraway, (c) combination of the Services with any products, systems, software, services, or other materials not provided, approved or authorized by Intraway, or (d) use of the Services other than in accordance with the Documentation and this SaaS Agreement. In response to such a claim, Intraway may, at its sole option and expense, (a) procure for Customer the right to continue using the Services, (b) modify the Services in a manner that does not materially impair their functionality, or (c) terminate the Subscription Term or the respective SaaS Services. This Section states Intraway's sole and exclusive liability, and Customer's sole and exclusive remedy, for any claims of intellectual property infringement or misappropriation related to the Services.

11.2 Indemnification by Customer. Customer will defend, indemnify and hold Intraway, its Affiliates, shareholders, directors, officers, employees, and other agents harmless from and against all claims, actions, proceedings, losses, costs, damages, expenses or liabilities (including reasonable attorney's fees) directly or indirectly arising out of (i) a claim by a third party against Intraway based upon Customer's access and use of the Software and/or the Services, including any actual or alleged claim that the Software, Documentation or Services, or their use, sale, disclosure, execution, reproduction, modification, adaptation, distribution, performance or display, infringes, misappropriates, or violates any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world; (ii) the Customer Content; (iii) Customer's violation, misappropriation, or infringement of any rights of another person (including intellectual property rights or privacy rights) when using Services; (iv) damages to Intraway related to, arising out of, derived from, or associated with Customer's customizations, updates and/or corrections (if any) to the Software; (v) the infringement of any intellectual property rights of Intraway or any third parties; (vi) any claims related to, arising out of, derived from or associated with the negligence or intentional misconduct of Customer, its Affiliates, shareholders, directors, officers, agents, employees or subcontractors; (vii) any claims related to, arising out of, derived from or associated with the failure of Customer to perform its obligations imposed herein; or (viii) any claims related to, arising out of, derived from or associated with any act, error or omission, or misconduct of Customer, its Affiliates, shareholders, officers, directors, agents, employees, and subcontractors, during the performance of this SaaS Agreement, including infringement or violations to the Directive and/or data protection laws. In no event shall the Customer settle any such third party claim by making any agreement that would cause Intraway to lose any rights under this SaaS Agreement without Intraway's prior written consent.

11.3 Procedure. A Party seeking indemnification (the "Indemnified Party") shall promptly notify the other Party (the "Indemnifying Party") in writing of any claim for indemnification, no later than ten (10) business days from the date of receiving notice of the claim or becoming aware of it, and unless the nature of the claim requires a shorter time. Failure to provide timely notice shall not relieve the Indemnifying Party of any liability obligations hereunder, except to the extent the Indemnifying Party has suffered actual material prejudice

by such failure or delay. The Indemnified Party shall tender sole defense and control of such claim to the Indemnifying Party. The Indemnified Party shall, if requested by the Indemnifying Party, provide reasonable assistance to the Indemnifying Party in defense of any claim, including providing access to relevant documentation, witnesses, or information. Any reasonable legal expenses incurred in providing such assistance shall be reimbursed by the Indemnifying Party as they are incurred. The Indemnifying Party shall have the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim only with the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Indemnified Party may withhold its consent if any such judgment or settlement, (a) imposes an unreimbursed monetary obligation, (b) imposes a continuing non-monetary obligation, or (c) does not provide an unconditional release of the Indemnified Party from all liability related to the indemnified claim.

12. CONFIDENTIALITY

12.1 Definitions. During the Subscription Term (including any renewal thereof), each Party (the “Receiving Party”) may be exposed to or acquire information regarding the business, projects, operations, finances, activities, affairs, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, clients, finances, personnel data, health plans rating and reimbursement formulas, computer hardware and software (including without limitation, the Software), computer systems and programs, processing techniques and generated outputs, Intellectual Property, procurement processes or strategies or providers of the other Party, its Affiliates or their respective directors, officers, employees, agents or clients (collectively, the “Disclosing Party”), including, without limitation, any idea, proposal, plan, procedure, technique, formula, technology, method of operation, or the terms of this SaaS Agreement (collectively, “Confidential Information”). Confidential Information shall include all information that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to the Disclosing Party, regardless of whether such information is marked “Confidential.” In the case of the Customer, subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content shall be deemed Confidential Information of Customer. In the case of Intraway, Symphonica software, any other Software, their respective source codes, and any and all Documentation, whether current or future, shall be deemed Confidential Information of Intraway.

12.2. Exclusions. Confidential Information does not include information that: (i) is made generally available to the public without breach of this SaaS Agreement or of any existing confidentiality obligations governing such information; (ii) is developed by the Receiving Party independently from and without reference to the Confidential Information; (iii) is disclosed to the Receiving Party by a third party without restriction; (iv) was in the Receiving Party’s lawful possession prior to disclosure and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (v) is compelled to be disclosed under operation of law, provided that the Receiving Party shall (a) to the extent permitted by law, provide Disclosing Party prompt notice of such possible disclosure prior to disclosure in

order to give Disclosing Party an opportunity to contest or limit such disclosure; (b) disclose only the minimum amount of Confidential Information as is legally required; (c) use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed; and (d) upon such compelled disclosure, continue to maintain such disclosed Confidential Information in confidence except to the extent it otherwise falls under an exclusion in this Section; or (vi) is approved for disclosure and release by written authorization of the Disclosing Party.

12.3 Obligations. The Receiving Party shall protect the Confidential Information using the same degree of care that it uses to protect its own confidential information (but not less than reasonable care). The Receiving Party shall (i) not use or disclose any Confidential Information of the Disclosing Party for any purpose except as necessary in performance of its obligations under this SaaS Agreement or as otherwise authorized by the Disclosing Party in writing, and (ii) limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, agents and contractors who have a need to know such Confidential Information for purposes consistent with this SaaS Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. All Confidential Information shall remain the property of the Disclosing Party. Upon expiration or termination of this SaaS Agreement for any cause, the Receiving Party shall immediately cease any use of the Disclosing Party's Confidential Information.

12.4 Term of Confidentiality obligations. The Receiving Party's obligations under this Section will remain in effect during the Subscription Term (including any renewal thereof) and shall continue for five (5) years from the date of expiration or termination of this SaaS Agreement for any cause.

12.5 Return or Destruction of Materials. The Receiving Party acknowledges and agrees that all documents, tangible objects, and materials containing or representing Confidential Information, along with all copies thereof, are and shall remain the exclusive property of the Disclosing Party. Upon termination or expiration of this SaaS Agreement for any cause, the Receiving Party shall promptly return all such Confidential Information, including any electronic copies, to the Disclosing Party and shall not retain any copies. The Receiving Party further agrees to delete or destroy any copies of Confidential Information that remain in its possession..

Additionally, if requested in writing by the Disclosing Party at any time during the Subscription Term of this SaaS Agreement (including any renewal thereof), the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information and provide the Disclosing Party with a signed certificate attesting to such return or destruction.

12.6 Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure or use of Confidential Information in violation of this SaaS Agreement may cause significant harm to the Disclosing Party, for which monetary damages alone may be difficult to ascertain or not an adequate remedy, and therefore agrees that the Disclosing Party shall be

entitled to seek appropriate equitable relief, in addition to any other legal rights and remedies available.

13. PERSONAL DATA

13.1 Personal Data. Customer hereby acknowledges and agrees that Intraway's performance of this SaaS Agreement and the access and use by Customer of the SaaS Services may require Intraway to process, transmit and/or store Personal Data. By submitting Personal Data to Intraway, Customer agrees that Intraway and its Affiliates may process, transmit and/or store Personal Data solely to the extent necessary for, and for the sole purpose of, enabling Intraway to perform its obligations under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to Intraway, Customer shall be solely responsible, as the data controller, for ensuring compliance with all applicable data protection or similar laws, including without limitation, the Directive, that regulates the processing of Personal Data. Customer commits to obtain all necessary consents and to provide all necessary disclosures before including Personal Data in Customer Content and accessing and using the Software and the Services, including but not limited to end customer or third party consents. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Customer Content, including any information which any User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Personal Data by Intraway under this SaaS Agreement, including that such processing according to Customer's instructions will not place Intraway in breach of applicable data protection laws. Customer agrees to notify Intraway in writing prior to processing, if any special categories of data (as defined by applicable data protection laws) are included in the Personal Data, along with any restrictions or special requirements applicable to the processing or cross-border transfer of such data. Customer is responsible for ensuring that the Software and/or the Services meets such restrictions or special requirements. Intraway shall process Personal Data strictly in accordance with the requirements set forth in this SaaS Agreement and only in a manner reasonably necessary to provide access and use of the Services. Customer further agrees to provide any required notices and obtain any consents related to Intraway's use of the data for provisioning the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data. Customer agrees to indemnify, defend, and hold harmless Intraway, its Affiliates, and their respective shareholders, officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, costs, or expenses (including reasonable attorney's fees) arising out of, related to or derived from, Customer's failure to comply with its obligations under this Section 13.1, including, but not limited to, any breach of applicable data protection laws or failure to obtain necessary consents.

13.2 Intraway Personal Data Obligations. In granting access and use of the SaaS Services, Intraway will comply with the Symphonica Services Privacy Policy, which is available at <http://www.symphonica.com/privacy-policy> and incorporated herein by reference. The Symphonica Services Privacy Policy is subject to change at Intraway's sole and absolute

discretion; however, such changes will not result in a material reduction in the level of protection provided for Customer data during the Subscription Term (including any renewal thereof).

14. MISCELLANEOUS

14.1 Non-Exclusive Service. Customer acknowledge that the access and use of the Services are provided on a non-exclusive basis. Nothing in this SaaS Agreement shall be deemed to prevent or restrict Intraway's ability to provide the Services or other technology, including any features or functionality first developed for Customer, to other parties.

14.2 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this SaaS Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without Intraway's prior written consent. Intraway may assign any of its rights and obligations under this SaaS Agreement, provided that Intraway notifies the Customer in writing at least forty-eight (48) hours in advance of such assignment. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either Party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such Party shall not be relieved of any obligation under this SaaS Agreement.

14.3 Notices. Except as otherwise permitted in this SaaS Agreement, notices demands, requests or other communications given under this SaaS Agreement shall be in writing, and shall be deemed to have been received: (a) five (5) business days after mailing, if sent by registered or certified U.S. mail, (b) two (2) business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim), or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other Party at the address and email set forth on the Cover Sheet of this SaaS Agreement.

14.4 Force Majeure. Intraway shall have no liability to the Customer under this SaaS Agreement if it is prevented from or delayed in performing its obligations under this SaaS Agreement or any SOW, or from carrying on its business, by a Force Majeure Event, provided that the Customer is notified of such an event and its expected duration.

14.5 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving Party. The waiver by either Party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

14.6 Severability. If any term or section of this SaaS Agreement is held to be invalid or unenforceable, that term or section shall be reformed to achieve as nearly as possible the same effect as the original term or section, and the remainder of this SaaS Agreement shall remain in full force and effect.

14.7 Entire Agreement. This SaaS Agreement (including all Exhibits hereto) contains the entire agreement between the Parties and supersedes all previous oral and written

communications by the Parties concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in writing signed by both Parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the Party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

14.8 Survival. Sections 3 and 9 through 12 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.

14.9 Marketing and Publicity. Customer hereby provides a perpetual, worldwide right to for Intraway to immediately include Customer's name, logo, and mention general information about the project, including its nature and results, in its customer lists, website, and promotional and marketing materials and initiatives. This includes, but is not limited to, workflows, connectors, general metrics, and use case details, provided that no commercially sensitive or non-public information is disclosed. Upon signing, Customer hereby provides consent for Intraway to issue high-level press releases announcing the relationship between the Parties and the manner in which Customer will use the Services and/or Symphonica.

14.10 Export Regulations. The Customer shall comply with all applicable local, national, and international laws, regulations, ordinances, and judicial or administrative orders, including, but not limited to, trademark and copyright laws, the United States Foreign Corrupt Practices Act, and all relevant export control laws and regulations (collectively, the "Applicable Laws"). The Customer shall refrain from engaging in any deceptive, misleading, unlawful, or unethical marketing practices. The Customer shall promptly notify Intraway in writing upon becoming aware of any potential or actual violations of Applicable Laws related to this SaaS Agreement.

14.11 No Third-Party Beneficiaries. Unless otherwise provided in Exhibit B or any respective SOW, this SaaS Agreement is entered into solely between the Parties and does not confer any rights, benefits, or entitlements to either Party's employees, agents, contractors, partners, customers, or any other third party or entity, whether directly or indirectly. No person or entity other than the Parties shall have any rights to enforce any terms of this SaaS Agreement.

14.12 Independent Contractors. Except as otherwise stipulated in this SaaS Agreement, the relationship of the Parties under this Agreement is that of independent contractors. Nothing in this SaaS Agreement shall be construed to create a joint venture, agency, or employer-employee relationship between the Parties. Each Party is responsible for its own expenses, taxes, employees, and operations. Neither Party shall be entitled to any benefits, privileges, or compensation from the other Party, except as expressly provided in this SaaS Agreement.

14.13 Statistical Information. Intraway may anonymously compile statistical information related to the performance of the Services for purposes of improving the Services, provided that such information does not identify Customer's data or include Customer's name.

14.14 Convention on Sale of Goods. The Parties acknowledge and agree that neither the Uniform Computer Information Transactions Act (UCITA) nor the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to this SaaS Agreement or any of the transactions or matters contemplated, derived from or connected with the same.

14.15 Compliance with Laws. The Parties shall comply with all applicable local, state, national and foreign laws in connection with this SaaS Agreement and/or the delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.

14.16 Governing Law. This SaaS Agreement shall be governed by the laws of the State of Florida, excluding its conflict of law principles.

14.17 Dispute Resolution. Jurisdiction. Customer's satisfaction is an important objective to Intraway in performing its obligations under this SaaS Agreement. Except with respect to Intellectual Property and confidentiality rights, if a dispute arises between the Parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the Parties agree to engage in the following process:

14.17.1. Written Notice and Meeting: Either Party may initiate the resolution process by sending a written request to the other Party. Upon receipt of such a request, the Parties agree to hold a meeting within fifteen (15) days, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution.

14.17.2. Resolution Period: If the Parties fail to reach an agreement within fifteen (15) days after the meeting, the dispute will remain unresolved, and either Party may pursue other lawful remedies.

14.17.3. Preservation of Rights: During this resolution process, the Parties agree to refrain from initiating any legal action, except for actions related to Intellectual Property and confidentiality rights, which may proceed without delay.

14.17.4. The Parties further agree as follows: (i) each Party expressly consents to the exclusive personal jurisdiction and venue of the courts of Miami-Dade, Florida, United States (the "Chosen Courts") for any lawsuit permitted by this SaaS Agreement or arising from or relating to this SaaS Agreement, or the enforcement or breach thereof; (ii) all claims in respect of any such lawsuit will be heard and decided exclusively in the Chosen Courts; (iii) each Party waives any claim of inconvenient forum or other challenge to venue in any such Chosen Court; (iv) neither Party will bring or maintain any litigation before any tribunal other than the Chosen Courts, except in the case of a proper appeal from a Chosen Court.

14.18 Signatures. This SaaS Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same

Software as a Service Agreement

instrument. Each Party's signature needs not appear on the same counterpart. The exchange of a fully executed SaaS Agreement (in counterparts or otherwise) by the Parties hereto by facsimile, e-mail in portable document format (.pdf) or similar reprographic format, electronic signature software (e.g., DocuSign or similar software), or similar electronic transmission method will be legal and binding and will have the same full force and effect as if an original of this SaaS Agreement had been delivered.

For purposes of this SaaS Agreement, an "electronic signature" means any electronic symbol attached to or logically associated with this SaaS Agreement and executed or adopted with the intent to sign this SaaS Agreement. An electronic signature, whether digital or encrypted, of any Party to this SaaS Agreement will have the same full force and effect as a traditional handwritten signature.

The Parties (i) consent to the electronic execution of this SaaS Agreement, (ii) intend to be bound by the signatures on any document delivered via electronic execution, (iii) are aware that the other Party hereto will rely on such signatures, and (iv) waive any defenses to the enforcement of the terms of this SaaS Agreement based on electronic execution.

Exhibit A: Symphonica Description, Support and Maintenance Services & SLAs

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For all purposes of this Exhibit A, capitalized terms that are not expressly defined herein and that do not appear at the beginning of a sentence shall have the meaning assigned to them in the SaaS Terms and Conditions of this SaaS Agreement.

1. SYMPHONICA DESCRIPTION AND DEFINITIONS

Disclaimer: The information in this section describes Symphonica in general terms. The specific conditions of the SaaS Services, modules and features included in Customer's subscription, and any applicable Usage Limitations shall be those detailed in Exhibit B of this SaaS Agreement.

1.1. General Description.

Symphonica platform is a flexible orchestration engine designed to support **Service Order Manager and Activation Processes** for communication service providers. It aims to automate the end-to-end lifecycle management of telecommunication or digital services by decomposing services into components, applying configuration parameters, executing configuration and provisioning operations in different network platforms or systems, handling rollback, updating state, and tracking all provisioning activities.

While Symphonica is primarily used for Service Order Management and Activation, it may also **orchestrate a broad range of processes across multiple technologies, networks, and domains**.

1.2. Modules.

As of the date of this SaaS Agreement, Symphonica functionality shall be mainly supported by the following modules, which may vary from time to time at Intraway's sole and absolute criteria, and which may or may not be included in the SaaS Services to be provided to Customer as part of this SaaS Agreement, to a different extent:

- **Northbound Interface:** Symphonica exposes TM Forum Open APIs—e.g., TMF641, TMF638, TMF633—for upstream integration. It also includes an optional component named MagicNBI that can ingest multiple protocols and payload formats and normalizes them into Symphonica's standard APIs.
- **Orchestration Engine:** Symphonica may provide an orchestration engine that coordinates all activities required to complete a service activation order-order decomposition, parameter assignment, catalog and inventory integration, execution of operations on external systems, decisioning rules, etc. Workflows are modeled graphically and executed as sequences of tasks.
- **Connector:** Symphonica may include a multi-protocol Connector that bridges orchestration Workflows with external systems and platforms. It mainly supports HTTP, CLI, SQL, and SNMP, and manages operational concerns such as persistent connections, rate limiting, timeouts, and retries.
- **Catalog and Inventory:** Symphonica may also include a Service and Resource Catalog and a Service and Resource Inventory to support its internal Service Order Manager and Activation processes. The Catalog specifies Services and Resources (CFS/RFS) and their characteristics, while the Inventory stores instances of Services and Resources (CFS/RFS) and tracks state changes during their lifecycle.

Additionally, customers may have access, as part of the SaaS Services, to an optional **Tech Assist App (TAA)** which extends automation into the field by incorporating human interactions within automated workflows -for example, on-site service installation- through a mobile application supported on a defined set of devices.

Symphonica is generally provided as a Managed Digital solution on a multi-tenant architecture. The SaaS Services may include, among others and depending on the service offering to be provided to each Customer, secure hosting, continuous platform administration, proactive monitoring, incident management, technical support, and preventive maintenance. A Management UI (Web Portal) may be provided for Users (as defined in the SaaS Terms and Conditions) to handle day-to-day business operations, including credential and access administration, viewing audit and troubleshooting logs, executing service orders, configuring external system connectivity and access parameters, as well as designing Workflows and Connectors through a graphical interface.

1.3. Key Definitions.

For the purpose of this Section, the following definitions shall apply:

"Connector" means a logical integration between Symphonica and an external system or network element. Connectors encapsulate the specific operations to execute on the target system using supported protocols (e.g., HTTP, CLI, SQL, SNMP).

“Customer Facing Service (CFS)” refers to a logical representation of a customer service within Symphonica (e.g., high-speed data, voice, or video). CFS entries are stored in inventory and counted as **Service Units**, including deactivated services that remain in the database.

“Network Element (NMS-type resource)” is an external system or network component integrated with Symphonica to receive transactions. Network Elements are represented as NMS-type resources in the Platform’s inventory.

“Resource Facing Service (RFS)” means the technical attributes and configurations required to provide or manage a CFS. RFS objects represent the resources needed to enable a customer-facing service.

“Tenant” means a logical isolation unit of the Platform. The term is borrowed from multi-tenancy systems and refers to an architecture where a single instance of a system serves multiple tenants. A Tenant does not share data with another Tenant.

“Order” is a representation of an operation executed by Symphonica. An Order can be executed by request from an external system by invoking an API or it can be executed internally by the logic of a Workflow. There are three types of Orders: Service, Workflow, and Test and Resource Order.

“Workflow” means an automated process defined and executed in Symphonica using Orchestration Engine. Workflows orchestrate business or technical operations (e.g., *Activate an HSD Service* or *Reset Customer Device*) through executable Orders. Orders may be triggered by external APIs or workflow logic and can include service orders, workflow orders, test orders, and resource orders.

2. USAGE LIMITATIONS

Unless otherwise provided in [Exhibit B](#), Customer right to access and use the SaaS Services is subject to “Usage Limitations”. Service Units, Beats per Month, and number of Tenants will be determined in [Exhibit B](#) of this SaaS Agreement. If not otherwise specified in such exhibit, the following Usage Limitations will apply depending on the applicable SLA:

Limit	Community	Gold	Platinum
Active Connectors	3	5	5
Users	5	10	50
API Requests per minute	20	60	180
Transactional data record history (in calendar days)	30	90	180
Logs and Metrics Record Keeping (in	30	30	60

calendar days)			
Persistent Connections to Network Elements	1	10	10

Whenever Customer exceeds the Usage Limitations detailed above, Intraway may invoice Customer for the excess usage, in which case Customer agrees to pay such additional invoices as applicable and, unless otherwise provided in [Exhibit B](#), according to the Invoicing and Payment terms and conditions detailed in [Section 5](#) of the SaaS Terms and Conditions.

Intraway may utilize technical mechanisms to prevent over-usage and/or to stop access to the APIs or applications affected after any Usage Limitations are exceeded. Customer shall not be entitled to any benefits, privileges, or compensation from Intraway because of the use of these technical mechanisms.

Intraway reserves the right to modify and/or establish additional Usage Limitations, even if not described above, to protect, improve, and/or streamline the operations of the Software, at any time and at its sole and absolute discretion. In such cases, if Customer has subscribed to Gold or Platinum SLAs, Intraway shall notify Customer of such changes or additions. For Community SLA, Intraway may, but is not obligated to, provide notice of such changes or additions.

3. SUPPORT AND MAINTENANCE SERVICES

3.1. Support, Maintenance and SLA Definitions.

“Business Hours” means 8am to 5pm GMT-5, Monday thru Friday, except holidays in the United States of America.

“Fix” means the repair or replacement of a Software component to remedy a Problem.

“Problem” means a defect in the Software that interrupts its functions or significantly degrades its performance, excluding issues associated with the logic or configuration of Workflows and Connectors.

“Response Time” means acknowledgement of Problem received, containing assigned support engineer name, date and time assigned, and severity assignment.

“System Availability” means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) Scheduled Maintenance, (b) events of Force Majeure, as defined in the SaaS Terms and Conditions, (c) malicious attacks on the system, (d) issues associated with the Customer’s computing devices, network elements, platforms or systems, Customer’s instance configuration, local area networks, VPN equipment or internet service provider connections, (e) inability to access and/or use the deliver Services due to

acts or omissions of Customer or any Customer's User, or due to Customer's failure to comply with any of its Responsibilities as provided in Section 4 of the SaaS Terms and Conditions, or (f) issues associated with third-party service providers or software vendors that are part of Symphonica's architecture but beyond its control.

"Workaround" is a temporary solution that could imply a change in the procedures followed by Customer to avoid a Problem without substantially impairing Customer's use of the Software.

3.2. Support and maintenance services (the "Support Services") are included in the SaaS Services and entitles Customer, namely, to the following:

- Access to a Web-based support system in order to help Customer locate, correct and report Problems with the Software.
- Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- All extensions, enhancements and other changes that Intraway, at its sole discretion, makes or adds to the Software and which Intraway furnishes, without charge, to all other subscribers of the SaaS Service.
- Up to three (3) dedicated contacts designated by Customer in writing that will have access to Support Services.

3.3. **Support Services Levels.** Intraway offers three (3) tiers of Support Services Levels: (i) Community (a free, self-service support level), (ii) Gold, and (iii) Platinum (collectively referred to as "Service Level Agreements" or "SLAs", and individually as "Service Level Agreement" or "SLA"). All Customers shall receive the Community SLA by default as part of the SaaS Services, unless otherwise specified in Exhibit B, which shall be provided at no cost to Customer and is fully self-service.

3.4. **Support Services Access.** Customers can access the Support Services through Intraway's Support Center Website at <http://servicedesk.intraway.com>, which provides:

- Registration of new support requests ("Tickets") and status tracking.
- Access to product documentation, technical articles, and FAQs.
- Self-service tools for technical assistance, particularly applicable to Community SLA users, who may access such tools and resources independently and at their own discretion.

4. DESIGNATED USERS FOR SUPPORT SERVICES

The Customer must designate specific individuals ("Support Users") authorized to access Support Service. Each Support User:

- Will receive individual login credentials, which must not be shared.

- For Gold and Platinum SLAs only, must take (and retake, when necessary, at Intraway's discretion) mandatory training as determined by Intraway to retain access. Training is not required for Community SLA users.
- Is subject to access audits conducted by Intraway to ensure compliance.

Intraway is not liable for any damages caused by unauthorized use of credentials due to Customer negligence. Customer shall be solely responsible for the acts and omissions of its Support Users. Intraway shall not be liable for any loss of data or functionality caused directly or indirectly by any of the Support Users.

5. PRE-REQUISITES TO ACCESS SUPPORT SERVICE

To fully utilize Gold and Platinum SLAs, Support Users must complete a free, self-paced training course and pass an exam. Failing to pass will:

- Prevent submission of new tickets and limit access to other Support Service functionalities.
- Require additional training, which Intraway may offer for a fee.

Training certifications are valid for twelve (12) months, after which Support Users might need to re-certify to maintain access.

For the Community SLA, no training or certification is required, and Customer shall have no right to request, demand, or claim the delivery of any training courses from Intraway under the Community SLA. Furthermore, for the Community SLA submission of tickets by Customer is optional and not guaranteed to receive a response by Intraway. Intraway does not undertake, nor shall it have any obligation, to review, respond to, or resolve tickets submitted by Community SLA users. Any response provided by Intraway shall be at its sole and absolute discretion, and the provision of a response to one ticket does not create any obligation to respond to future tickets.

6. SLA PROBLEM SEVERITY CLASSIFICATION

The following table classifies the different Problem Severity levels:

Severity	Problem Severity
E1	The production system is creating a significant impact to the Customer's business function preventing that function from being executed.
E2	The production system or application is moderately affected. There is no Workaround currently available or the Workaround is cumbersome to use.
S3	The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available Workaround.

S4	Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.
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7. COMMUNITY SLA SPECIAL PROVISIONS

The Community SLA is offered at no cost to Customer.

Intraway makes no representation or warranty, express or implied, with respect to the Community SLA services. Additionally, Intraway shall not be liable for the availability, service, functionality, response goals, resolution goals, or continuity of the Community SLA services.

Intraway has no obligation to respond to support requests or tickets under the Community SLA, nor to meet any response or resolution timeframes, and no guarantee of receiving a response by Intraway is provided. Any response that may be provided shall be at Intraway's sole and absolute discretion and shall not be construed as an obligation to respond to any current or future requests. Furthermore, Customer shall have no right to request, demand, or claim the delivery of any training courses from Intraway under the Community SLA.

Intraway may modify the Community SLA at its sole and absolute discretion and without prior notice. No legal liability shall arise from the modification of Community SLA services.

8. GOLD SLA RESPONSE AND PROBLEM RESOLUTION GOALS

The following table indicates response time and resolution goals for the tickets entered by Customers with Support Services under a Gold SLA.

Severity	Response Time	Resolution Goals
E1	Two (2) business hours	Upon confirmation of receipt, Intraway will begin to work on the Problem continuously within business hours. A Customer resource must be available at any time to assist with Problem determination. Customer Support will provide reasonable effort for Workaround or Fix within twenty-four (24) business hours, once the Problem is reproducible or once Intraway has identified the Software defect. Intraway may incorporate Fix in a future release of the Software.
E2	Four (4) business hours	Customer Support will provide reasonable effort for Workaround or Fix within seven (7) business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of the Software.
S3	Eight (8) business hours	Customer Support will provide reasonable effort for Workaround or Fix within ten (10) business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of the Software.
S4	Twenty-four (24) business hours	Resolution of Problem may appear in a future release of the Software.

9. PLATINUM SLA RESPONSE AND PROBLEM RESOLUTION GOALS

The following table indicates response time and resolution goals for the tickets entered by Customers with Support Services under a Platinum SLA.

Severity	Response Time	Resolution Goals
E1	Four (4) hours	Upon confirmation of receipt, Intraway will begin to work on the Problem continuously. A Customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within twenty-four (24) hours, once the Problem is reproducible or once Intraway has identified the Software defect. Intraway may incorporate Fix in a future release of the Software.
E2	Two (2) business hours	Customer Support will provide reasonable effort for Workaround or Fix within two (2) business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of the Software.
S3	Eight (8) business hours	Customer Support will provide reasonable effort for Workaround or Fix within five (5) business days, once the Problem is reproducible. Intraway may incorporate Fix in a future release of the Software.
S4	Twenty-four (24) business hours	Resolution of Problem may appear in a future release of the Software.

10. SERVICE LEVEL AVAILABILITY FOR PLATINUM AND GOLD SLAs

10.1. For the Platinum SLA, Intraway strives to provide System Availability for the SaaS Services of at least ninety-nine percent (99%) during each calendar year during the Subscription Term.

10.2. For the Gold SLA, Intraway strives to provide System Availability for the SaaS Services of at least ninety-seven percent (97%) during each calendar year of the Subscription Term.

10.3. If Intraway fails to meet the committed System Availability in any each calendar year of the Subscription Term, upon written request by Customer within thirty (30) days after the end of such calendar year, Intraway will issue a credit in Customer's next invoice in an amount equal to one percent (1%) of the yearly Compensation for the affected SaaS Services for each one percent (1%) loss of System Availability below the percentage committed above per SaaS Service, up to a maximum of fifty-percent (50%) of the Compensation for the affected SaaS Services. If the yearly Compensation has been paid in advance, then at Customer's election, Intraway shall provide a credit to Customer to be used for additional Service Units and/or Beats, or term extension. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of SaaS Services and Intraway's failure to meet System Availability.

11. REVISIONS AND UPDATES

Intraway reserves the right to modify and update the SLAs contained in this Exhibit A at its sole and absolute discretion upon thirty (30) days prior written notice to Customer.

12. SCHEDULED MAINTENANCE

12.1. **Definition.** "Scheduled Maintenance" occurs when Intraway takes the respective Service offline to perform a scheduled maintenance operation for which Customer has been

provided at least twenty-four (24) hours prior notice through email to the designated contacts within the Support Center Website.

12.2. Scheduled Maintenance Windows. Intraway reserves the right to perform Scheduled Maintenance to maintain and upgrade the Services. Scheduled Maintenance will occur during predefined windows, typically on the first Thursday of each month between 00:00 and 06:00 GMT-03, unless otherwise communicated by Intraway to Customer.

12.3. Customer Acknowledgment of Maintenance. Customer acknowledges that the Services may be temporarily unavailable during Scheduled Maintenance and agrees to accommodate such downtime. Intraway will give at least twenty-four (24) hours of advance notice for any non-standard maintenance.

12.4. Mandatory and Emergency Maintenance and Upgrades. Intraway may deploy mandatory upgrades, patches, or improvements to ensure the security, functionality, and performance of the Services. Customer agrees to allow such upgrades to be performed during the Scheduled Maintenance.

Additionally, in the event of urgent security patches or critical fixes, Intraway reserves the right to perform emergency maintenance outside the Scheduled Maintenance. Intraway will make commercially reasonable efforts to notify the Customer as soon as possible.

12.5. Customer Responsibility for Cooperation and Additional Charges. Customer agrees to cooperate with Intraway by ensuring system access, system readiness, integration compatibility, and providing necessary access and customer-side configurations during Scheduled Maintenance as well as during non-standard, mandatory and/or emergency maintenance, enabling the timely and correct execution of all maintenance tasks.

If an issue on Customer's side, including but not limited to integration issues for which Customer (directly or indirectly through its third-party vendors) is responsible, prevents Intraway from completing any Scheduled Maintenance or requires Intraway to perform a rollback, Intraway reserves the right to charge the Customer for additional Support Services. Such Support Services will be billed at a daily rate of three thousand five hundred United States Dollars (USD 3,500).

12.6. SLA Impact. Scheduled Maintenance that occurs within the agreed-upon maintenance windows will not count towards any SLA downtime calculations or breach of uptime guarantees.

Exhibit B: Service Offering and Compensation

Table of Contents for Exhibit B: Service Offering and Compensation

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This Exhibit B, effective as of the Effective Date, and subject to the provisions included in the SaaS Terms and Conditions, documents the Service Offering (identified below) being purchased by Customer and its Compensation.

1. SERVICE OFFERING AND COMPENSATION

1.1. SaaS Services Offering and Compensation.

Intraway shall provide the SaaS Services detailed below. All such SaaS Services are subject to the **Usage Limitations** as described in Exhibit A of this SaaS Agreement:

Service Offering	Quantity	Monthly Unit Price	Term (Months)	Total Price
[Symphonica Base Subscription, 1 Tenant(s) for Production, and 1 Tenant(s) for Testing, Carrier-Class SLA, Gold Support Tier]	[]	USD []	[]	USD []
[Up to 5,000 Service Units and/or Up to 10,000 Beats per Month, whichever occurs first.]	[]	USD []	[]	USD []
[Promotional Price/Discount]				
			TOTAL	USD []

1.2. Professional Services Offering and Compensation.

Intraway shall provide the Professional Services detailed below:

SYM Professional Services Offering	Quantity	Unit Price	Total Price
[]		USD []	USD []

	TOTAL	USD [__]
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The Professional Services shall include the services specifically described in the respective SOW.

2. INVOICING AND PAYMENT CONDITIONS

2.1. Invoicing and Payment Conditions.

2.1.1. Compensation for the Services will be invoiced and paid in United States Dollars (USD) and is exclusive of any applicable Taxes. If payment is made or attempted to be made in any other currency, Intraway may refuse to accept such payment, and Customer will be deemed in default. In such case, Customer shall immediately enter into arrears and Intraway may charge interest on the overdue amount at the rate specified below.

2.1.2. Except for Overage Charges, Customer agrees to submit a purchase order to Intraway [yearly]. Intraway will issue invoices to Customer on a [yearly/quarterly/monthly] basis, to be paid in advance, calculated according to the proportional Total Price for that period.

2.1.3. Customer shall pay Intraway all invoices within thirty (30) days from the invoice date [by wire transfer].

2.1.4. Any unpaid amount when due or any amount intended to be paid in any other currency other than as stipulated herein, [or, if paid in another currency, calculated based on a different exchange rate,] shall accrue interest at a one point five percent (1.5%) monthly rate, calculated from the date of default until the date of full and complete payment in the agreed currency, as accepted by Intraway. The accrual of interest shall be without prejudice to Intraway's right to suspend the Services in accordance with Section 7.2. of the SaaS Terms and Conditions.

2.1.5. All prices and Compensation under this Exhibit B are exclusive of any applicable taxes, duties, withholding taxes, deductions, levies, or similar governmental charges (jointly, "Taxes"), unless expressly stated otherwise. Customer shall be solely responsible for the payment of any and all Compensation free and clear of all Taxes and net of any deductions or withholdings, including, but not limited to, sales and use taxes, value-added taxes (VAT), withholding taxes, excise taxes, goods and services taxes (GST), service taxes, or any other similar taxes, charges, or levies imposed by any governmental authority related to Customer's purchase, use, or receipt of the Services or the Other Services. Customer shall ensure that all Taxes are paid in a timely manner and in accordance with applicable laws, and shall indemnify and hold Intraway harmless from and against any claims, penalties, interest, losses, or liabilities resulting from such failure or delay.

In the event that Customer is required by law to deduct or withhold any Taxes from payments made to Intraway, Customer shall gross-up the amount payable so that Intraway receives the amount it would have received absent such deduction or withholding.

Customer agrees to provide Intraway with any necessary documentation or forms required by tax authorities to substantiate the tax treatment of payments made under this SaaS Agreement (including, without limitation, withholding certificates, tax residency certificates, or similar documents), and to indemnify and hold Intraway harmless from and against any claims, penalties, interest, losses, or liabilities arising from Customer's failure or delay to comply with applicable tax laws. Customer further commits to cooperate in good faith with Intraway in the event of any tax audit or inquiry related to payments under this SaaS Agreement, including providing any necessary documentation within reasonable time.

At Customer's request and upon Intraway's approval, Intraway may invoice Customer for any applicable Taxes as a separate line item on each invoice, in addition to the agreed-upon Compensation for the SaaS Services or Other Services.

2.2. Conditions. Customer understands and agrees that (i) during the Subscription Term, payment obligations are non-cancelable and fees paid are non-refundable, even upon early termination of this SaaS Agreement for any reason, (ii) quantities purchased cannot be decreased during the Subscription Term, (iii) compensation above reflects the base subscription cost and usage limitations, (iv) additional fees apply for overages or changes to the service scope, as outlined herein, and (v) Intraway will monitor usage (e.g., Service Units, Beats, Users, etc.) and invoice any applicable overages per the terms outlined herein.

2.3. Compensation Adjustment. Starting in the second year of the Subscription Term and each year thereafter (including any renewal thereof), Intraway may adjust the compensation for the SaaS Services, as well as for any Other Services requested by Customer, by an amount not to exceed the percentage increase in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, measured over the most recent 12-month period available at the time of adjustment. Such adjustments may be applied annually during each year of the Subscription Term and any renewals, regardless of the total length of the Subscription Term. Intraway shall provide Customer with written notice of any such adjustment at least fifteen (15) days prior to the end of the then-current annual period, and the adjusted compensation shall become effective for the immediately following year of the Subscription Term (or any renewal thereof).

The renewal of promotional or one-time priced subscriptions will be at Intraway's sole and absolute discretion.

3. SUBSCRIPTION TERM

The initial term of this Subscription Agreement shall be [] () months from [date] (the "Subscription Term").

This Subscription Term is non-cancelable, and in the event of any early termination of this Subscription Agreement for any reason prior to the expiration of such term, Customer shall be liable and shall pay the full amount of the Compensation for the entire Subscription Term, which shall be immediately due and payable in full upon any such early termination.

Subscription Term will automatically renew for additional one (1) year periods, unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

4. OVERAGE USAGE

4.1. If Customer exceeds the SaaS Service Offering limits specified herein during any given month, Intraway will automatically invoice Customer for overage usage on a monthly basis, based on the overage prices detailed below. Overage usage will be measured and calculated each month independently, and charges shall be due for each month in which Customer exceeds the limits, regardless of the invoicing schedule applicable to other Services under this SaaS Agreement.

Service Offering Overage	Monthly Price
5,000 additional Service Units and/or 10,000 Beats, whichever occurs first	USD [4,970]
25,000 additional Service Units and/or 50,000 Beats, whichever occurs first	USD [15,416]
100,000 additional Service Units and/or 200,000 Beats, whichever occurs first	USD [39,250]
Additional Users	USD [100]
Additional Connectors	USD [2,000]

4.2. Additional Terms for Overage Charges:

4.2.1. **Minimum Charge:** Overage charges will be applied in full for the package corresponding to the Customer's exceeded usage, regardless of the exact amount by which the limits were exceeded or the duration of such usage during the month. For example, if Customer exceeds the limit by one thousand (1,000) Service Units during a single month, the charge corresponding to the package covering up to five thousand (5,000) additional Service Units for that month will apply in full. Partial usage during a month will still result in invoicing of the full monthly package cost.

4.2.2. **No Carryover:** Unused Beats or Service Units from any monthly subscription or overage package will not carry over to future months and will not be credited back to the Customer.

4.3. Invoicing Process for Overage Charges:

4.3.1. **Monthly Billing:** Overage charges shall be invoiced by Intraway on a monthly basis, and shall be paid within thirty (30) days from the invoice date by wire transfer. Overage charges shall be invoiced each time Customer's usage exceeds the agreed limits during that month, without prejudice to the invoicing schedule or billing cycle applicable to any other services provided under this SaaS Agreement.

4.3.2. **Disputed Overage Charges:** The Customer may dispute overage charges within seven (7) business days of receiving the invoice by providing verifiable evidence. Disputed amounts do not suspend payment obligations for undisputed charges.

5. CUSTOMER BILLING INFORMATION

The information provided below will be used by Intraway to issue and send invoices to the Customer. It is the Customer's sole responsibility to ensure that the information is accurate and complete. Unless otherwise notified by the Customer in writing at least five (5) business days in advance, Intraway will rely on the information provided herewith for all billing purposes:

Billing Information Needed	
Billing Department Name or Individual Contact	
Billing Department Email	
Billing Department Address	

6. SUPPORT AND MAINTENANCE SERVICES

[Community/Gold/Platinum SLA] services, as defined in Exhibit A of this SaaS Agreement, are included in the Compensation detailed in Section 1 of this Exhibit B.

Exhibit C: Statement of Work