

iMIS Usage Agreement

Client/You are: Add Client name here and Client Contact email

With an office at: Add Client address here

ASI/We are: Select ASI Office

With an office at: Select ASI Office Address

Software: Select Software

Type: Choose Membership or Fundraising

Licensed Seats: Add Number of Named Users here Named Users

Other Subscriptions or Services from ASI:

- iMIS Pay Central
- CloudPlus (with VDS); iMIS 20/20 Advance (*see Rider*); PIAS (*see § 9*)
- Implementation-Foundation/Standard (*see § 10*)
Optional Foundation Implementation Packages:
- Implementation-Advanced/Comprehensive/Configured for You
(pursuant to the Master Services Agreement)

Data Processing Addendum

GDPR DPA (for processing data subject to the GDPR): YES – *see § 3*; NO

US DPA (for processing data subject to state privacy laws): YES – *see § 3*; NO

Options or 3rd Party Software (see § 4):

Term:

Price:

All prices exclude taxes unless otherwise indicated.

By signing below, the parties agree that these terms and conditions (9 pages and any Data Processing Agreement, Addendum and Australia Rider (if applicable)) govern your hosting from us and your usage of our Software and Services.

Client: ADD CLIENT NAME HERE

By: _____
[Signature]

Print Name/Title: _____

Date: _____

ASI By: _____
Jocelyn Dyer, Vice President and General Counsel

Date: _____

iMIS Usage Agreement Terms and Conditions

We agree to provide you with the services shown below (the “**Services**”) and with the use of the iMIS™ Software of the Type and number of Named Users (Licensed Seats/Named Users) indicated on the Signature Page or Order Form as ordered by you and accepted by us in return for the fees/Price specified therein, paid in advance during the Term. The Term commences upon issuance of the software license key. We may change our published prices from time to time, but any change in price shall not become effective until the start of any renewal term. Terms not defined herein shall have the meaning as indicated on the Signature Page or Order Form, as applicable.

We will provide the following Services:

- ✓ **Network Administration**, that is keeping our hosting and cloud infrastructure operational and available for your use via broadband connectivity to the internet. We sometimes schedule maintenance during “Non-Peak Hours” (generally, on the weekends or after 7:00 p.m. and before 8:00 a.m., local time, on weekdays) that may temporarily make these services unavailable to you. We will notify you in advance of any scheduled maintenance.
- ✓ **Software hosting**, in our standard multi-tenant shared cloud hosting environment, keeping our Software and related software (e.g., backup and security programs) on our systems, available for your use. We will provide Microsoft Windows updates, maintenance and diagnostic services and approved security patches to all clients in our hosted environment. We will also provide iMIS upgrades to clients in the multi-tenant shared cloud hosting model. If you are a CloudPlus client (as indicated on the Signature Page or Order Form), running iMIS on a virtual dedicated server (“VDS”), the preceding sentence is not applicable to you and you are responsible for iMIS upgrades, updates, and patches.
- ✓ **Backups**, including Snapshot-based backup recovery points of all virtual machines (“VMs”) servicing clients are performed via Azure Backup Services daily and retained for 7 days. Weekly backups occur on Sunday (U.S. Central Time) and are retained for 4 weeks. Monthly backups are based on the backup conducted on the last Sunday of each month and are retained for 3 months. ASI’s default retention settings for VM backups are as follows: (a) keep one recovery point per day for seven days, and then (b) keep one recovery point per week for four weeks, and then (c) keep one recovery point per month for three months. SQL Server databases are backed up and retained by the Microsoft Azure SQL Database service as follows: Full backup occurs weekly; Differential backups occur every 12 hours; Point In Time Recovery (PITR) backups occur every 5-10 minutes and retained for 30 days.
- ✓ **99.9% Uptime availability** after the system is put into productive use. “Uptime” is the percentage of total possible minutes iMIS was available during each fiscal quarter, and is calculated as (total minutes in quarter – Downtime)/(total minutes in quarter). “Downtime” is the overall number of minutes iMIS was unavailable during a fiscal quarter. ASI calculates unavailability using server monitoring software to measure the server side error rate, ping test results, web server tests, TCP port tests, and website tests. Downtime excludes slowness or other performance issues with individual features (link expansions, search, file uploads, etc.); issues related to third-party software or external apps; any products or features identified as pilot, alpha, beta or similar; external network or equipment problems outside ASI’s reasonable control; and scheduled downtime during Non-Peak hours for updates and maintenance.
- ✓ **Data safeguarding** of your data. Our systems are housed at Microsoft Azure Data Centers with 24-hour onsite security monitoring, restricted access to the server floor, backup power generators, and humidity control and fire suppression. Our servers are monitored electronically, and issues are resolved by ASI Hosting/Cloud Services and Data Center support as required. See Section 8, below, for details about Data Center locations. **Help desk** availability during our business hours (see Section 8, below, for availability in each jurisdiction). The ASI Technical Support Website, iMIS Support Community and Internet options for submitting issues are available 24 hours-a-day, 7 days-a-week.
- ✓ **Additional services** may be offered by ASI pursuant to the terms of the Master Services Agreement and will be billed on a time and materials basis at our then-current rates. These services can include product version upgrades (outside of the standard shared hosting environment), diagnosing problems that are not under our control, training, programming, changes to your website (including setting up pages and other content features), changing setup after

going live, changing options, changes needed because of an update, running additional reports, requesting restores from backup and emergency services.

You will be responsible for:

- Communicating between your office and our server. This includes the connection from your office to your internet service provider and to the Internet.
- Checking that any changes made to your database and website are correct and notifying us promptly of any problems that you notice.
- Complying with all applicable laws, rules, regulations and ordinances as they relate to your (and your staff and users') use of the Software, including but not limited to those related to copyright, sending communications or spam, data privacy, the transmission of technical or personal data, and export control laws, and cooperating with ASI's efforts to comply with export control laws and privacy laws. You are solely responsible for the content and accuracy of your Data and for (a) ensuring that your Data has been obtained and placed in your iMIS Database in compliance with applicable data protection and privacy laws; (b) for ensuring that you have provided any notice and obtained all consents and/or permissions that may be necessary or appropriate with respect to such Data, including notice of or consent to ASI's processing, use and disclosure of your Data; and (c) the creation, collection, use, disclosure and maintenance of your Data in compliance with all applicable laws, including to the extent applicable, the California Consumer Privacy Act ("CCPA"), the California Consumer Privacy Rights Act of 2020 ("CPRA"), the Virginia Consumer Data Protection Act ("VCDPA"), the European Union's General Data Protection Regulation ("GDPR"), the UK GDPR and Data Protection Act 2018, the Canadian Personal Information Protection and Electronic Documents Act ("PIPEDA"), the Australian Privacy Principles ("APPs") and other U.S. state privacy laws. If you utilize Third-Party Software (as indicated on the Signature Page or Order Form) and applicable license notices and agreements are available to you on our website at www.advsol.com/terms, you shall read and abide by their terms and by accepting this Agreement you are also accepting the terms of those agreements. You are responsible for all of your usernames/passwords and anyone who uses them.
- Payment and Recurring ACH or Credit Card Payment Authorization. You must pay all invoices within thirty (30) days of receipt; invoices for implementation fees (if any) are due upon receipt. Any invoiced amount that you do not pay within thirty (30) days of your receipt of invoice will be increased by a late charge as indicated in Section 8 of this Agreement. You are responsible for paying all applicable sales, use, transfer, excise, and all other taxes and duties, excluding taxes based on ASI's net income, employees or property ("Taxes") related to this Agreement. If ASI has the legal obligation to pay or collect Taxes for which you are responsible, the appropriate amount shall be invoiced to and paid by you, unless you provide ASI with a valid tax exemption certificate authorized by the appropriate taxing authority, and you agree to pay ASI any such Taxes. Unless otherwise agreed to by ASI, upon execution of this Agreement, you will deliver to ASI a Recurring ACH or Credit Card Payment Authorization Form, found at www.advsol.com/terms (the "Authorization Form"), to authorize ASI to initiate (a) recurring Automatic Clearing House (ACH) debit entries or debit card payments from the bank account you specify or (b) recurring charges to your specified credit card, for the amounts indicated on the Price section on this Agreement's Signature Page or Order Form and for the Renewal Price(s) and the amounts indicated in any additional orders, unless you terminate your authorization as indicated in the Authorization Form. Terminating your payment authorization does not terminate your obligation to make payments as required by this Agreement.
- If "CloudPlus" is checked on the Signature Page or Order Form, you are running iMIS on a VDS, you have local server administrator rights via Remote Desktop to your iMIS Database on the multi-tenant shared SQL Server, and you are solely responsible for applying any iMIS "service packs", bug fixes, updates or version upgrades to your iMIS environment. You are also solely responsible for any VDS operating system configurations and for supporting, administering, maintaining, and troubleshooting any Third-Party Product applications and other programs (e.g., custom iParts). ASI Cloud Services will set up a database maintenance plan for iMIS SQL database backups only. Your VDS has the following standard resources allocated: 2vCPUs, 8 GB of vRAM, 128 GB of virtual disk space and one external IP address. Additional resources (e.g., IP addresses, test instances/databases, vRAM, vCPUs, virtual disk space) are available upon request for an additional monthly charge at our then-current prices. You or your agents may not install any licensable Microsoft software on any server in our hosting environment; any such Microsoft software may only be

installed, modified or removed by ASI Cloud Services after you submit a support ticket for proper review and additional pricing, as necessary.

I. Services - General Terms and Conditions

1. Warranty and Disclaimers. We warrant that we will perform services in a professional and workmanlike manner and will provide you with substantially the same level of service we provide to similar users of the same Software and Type (Membership or Fundraising) as indicated on the Order Form or Signature Page of this Agreement. We are not liable for: (a) problems beyond our reasonable control; (b) delays or unavailability of the Internet or any sites on it; (c) the applications you choose to run (or have us run for you) unless we wrote them; (d) the mistakes of others including any ISP, equipment manufacturers, consultants or Authorized iMIS Solution Providers (who are not our subcontractors); (e) changes you have made or paid others to make, including data that you have entered or changes to style sheets; or (f) websites, links or front ends that you have added. If you are a CloudPlus client (as indicated on the Signature Page or Order Form) your failure to apply any iMIS Software “service packs”, updates, bug fixes, or version upgrades to your hosted iMIS environment will void any warranty and ASI will have no liability with respect to such failure. Unless Implementation-Foundation/Standard is checked on the Order Form or Signature Page of this Agreement, this Agreement does not make ASI responsible for, or give any warranties about, the implementation of the Software. If you work with a Solution Provider or a consultant to implement the Software, ASI is not responsible for the capabilities of or the work performed by such Solution Provider or consultant, or for any schedules or delays. We are only liable for direct damages and not for incidental, consequential or other indirect damages such as lost profits, even if we know that they may occur. To the maximum extent permitted by applicable law, THERE ARE NO IMPLIED WARRANTIES, SUCH AS THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ASI DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO THIRD PARTY PRODUCTS. If any condition or warranty is implied with this Agreement by legislation or by common law, and may not be excluded or modified, then our liability for any breach of that condition or warranty is limited, at our option, to: (i) supplying of the Services again; or (ii) paying the cost of having the Services supplied again. Those are your sole and exclusive remedies for breach of any implied warranties that may not be excluded or modified. No one is authorized to make any promises to you or give you any warranties besides what we promise in this document and you should not rely on any advertising, brochures or statements by salespersons, even if they have apparent authority to speak for us.

2. Remedies. If we breach this Agreement, and you tell us of a problem, we will either (a) give you a way to work around the problem and fix it at a scheduled maintenance time; or (b) fix the problem and give you a credit for the time you were unable to use the service after notifying us of the problem and then applying for the credit; or (c) terminate this Agreement and refund to you the money you have pre-paid for unused Services. Those are your sole and exclusive remedies. In any case, the total, aggregate amount of our liability under this Agreement can never exceed the total amount received by us from you for the Services during the preceding twelve (12) months. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY ECONOMIC LOSSES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF BUSINESS OR LOSS OF ANTICIPATED SAVINGS, OR LOSS OF GOODWILL OR REPUTATION, OR ANY TYPE OF SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS (INCLUDING LOSS OR DAMAGE SUFFERED BY A CLIENT AS A RESULT OF ANY CLAIM MADE BY A THIRD PARTY) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR THE INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, WHETHER SUCH DAMAGES ARE CLAIMED BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE.

3. Confidentiality, Data Security and Privacy. We will maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of the information that you place or have placed in your iMIS Database (your “Data”). We will retain, use and disclose your Data solely for the purpose of performing the Services in this Agreement. You are responsible for the content and accuracy of your Data and for (a) ensuring that your Data has been obtained and placed in your iMIS Database in compliance with applicable data protection and privacy laws; (b) for ensuring that you have provided any notice and obtained all consents and/or permissions that may be necessary or appropriate with respect to such Data, including notice of or

consent to ASI's processing, use and disclosure of your Data; and (c) the creation, collection, use, disclosure and maintenance of your Data in compliance with all applicable laws. During the Term, if we have access to, possess or otherwise store, process or transmit on your behalf any credit, debit or other payment cardholder information, or if any information in your Database includes cardholder data, you and we shall comply with the Payment Card Industry Data Security Standard ("PCI-DSS") requirements. In no event will ASI be liable for the disclosure, monitoring, loss, alteration or corruption of your Data, including cardholder data, if it results from (x) your failure to implement reasonable security measures to protect against the unauthorized use of facilities, computers, network access devices and passwords; or (y) if you are a CloudPlus client (as indicated on the Signature Page or Order Form), your failure to update the Software to the latest security update or Service Pack released by ASI. By entering into this Agreement, you are also consenting to the use and disclosure of your company's information as described in ASI's Privacy Policy (at www.imis.com/privacy or www.advsol.com/privacy). If and to the extent the European Union's General Data Protection Regulation (GDPR) and/or the UK GDPR apply to ASI's processing of your Data, this Agreement incorporates the GDPR - ASI Data Processing Agreement ("**GDPR DPA**" or "**DPA**") posted at www.advsol.com/terms, as may be amended from time to time. If and to the extent the California Consumer Privacy Act ("CCPA"), the California Consumer Privacy Rights Act of 2020 ("CPRA"), the Virginia Consumer Data Protection Act ("VCDPA") or other U.S. state privacy laws apply to ASI's processing of your Data, this Agreement incorporates the U.S. - ASI Data Processing Agreement ("**U.S. DPA**" or "**DPA**") posted at www.advsol.com/terms, as may be amended from time to time. See also Section C of the License Terms, below.

4. Third-Party Products. We may offer you the ability to use third party applications, data sources and software services ("**Third-Party Products**"), to which you separately subscribe from a third-party provider (the "**Third-Party Provider**"), for use with the iMIS Software. You acknowledge and agree that (i) the use of Third-Party Products may require you to agree to separate terms and conditions with the Third-Party Provider that will govern your use of the Third-Party Products and the Third-Party Provider's access to and use of your Data; (ii) the interoperation of Third-Party Products with the iMIS Software will enable the Third-Party Provider to access your Data to the extent required for such interoperation and you consent to such access; and (iii) the Third-Party Products are made available by the Third-Party Provider, not ASI, and ASI is not responsible for providing any warranties or technical support for Third-Party Products and is not responsible for your or your Users' enablement, access to or use of Third-Party Products, nor for any damage or loss that is related to your or your Users' enablement, access or use of, any Third-Party Products. If you are ordering Microsoft Products, you agree to the terms of the Microsoft Customer Agreement available at www.advsol.com/terms. Orders are subject to approval by any Third-Party Provider, and are non-revocable and non-refundable. We reserve the right to control the access to and use of the REST API and to charge additional fees for providing any application programming interface for Third-Party Products. All use of the REST API must be managed or used so that it does not impact the performance or reliability of the Software.

5. Termination. You can terminate this Agreement at any time by written notice to us. Upon termination, we will cooperate with you and provide exit and transfer services at our standard consulting rates (currently, \$500 and subject to change). We can suspend the Services if you fail to discharge your responsibilities, including paying us. In the event of your terminating service, you remain obligated for payments for the remaining term even though you are not using the services unless you are terminating after your applying for and obtaining the credit under section 2(b) three (3) times during the preceding twelve (12) months.

6. Renewal. At the end of the initial Term, this Agreement shall renew automatically from year to year at the then-current price ("**Renewal Price**") unless either of us gives the other at least thirty (30) days' written notice of non-renewal. Upon renewal, this Agreement will thereafter be governed by the terms and conditions set forth in the iMIS Usage Agreement and the ASI DPA (to the extent applicable) posted at www.advsol.com/terms on the date on which your Agreement is renewed (the "**Renewal T&Cs**"). If you do not agree to any Renewal T&Cs, you may decline to renew your Agreement or notify ASI, in writing, of your objections to the Renewal T&Cs prior to the start of the Renewal Term. Any Addendum terms will continue to apply during the Renewal Term if those Addendum terms are applicable.

7. Miscellaneous. This written Agreement and the Order Form is the complete and exclusive statement of the agreement between the parties about hosting and usage of the Software and the Services, it supersedes any previous communication or agreement and can only be modified by another agreement (such as an Addendum), signed by our General Counsel and by you. We may subcontract some of our tasks, including the location of the equipment

at a service center or hosting center (as permitted by applicable law), but we shall remain liable to you for the performance of all subcontracted tasks. If any provision of this Agreement is held by a court to be invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect. Any failure to enforce a provision of this Agreement shall not constitute a waiver of that provision or of any other provision. The language in this Agreement shall be construed in accordance with its fair and common meaning and not strictly for or against any of the parties. You cannot assign your rights under this Agreement nor sublicense, lease or authorize any third party to use the Services nor facilitate their linking to our Service. ASI may assign this Agreement or its rights and obligations, in whole or in part, under this Agreement to the purchaser of all or substantially all of the assets or equity interests of ASI. Any legal notices required to be provided under this Agreement shall be delivered to the party's address as indicated on the Signature Page or Order Form, with a copy sent by email to corporatecounsel@advsol.com.

8. Jurisdictional Provisions (Governing Law, Jurisdiction, Location of Data Centers).

a. **UNITED STATES.** If the signatory to this Agreement is Advanced Solutions International, Inc. in the United States, then this Section a. applies to you and Sections 8b-e are inapplicable. The laws of Virginia govern this Agreement and all claims arising from or relating to this Agreement without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction of the Federal and State courts in Virginia in any action arising from or related to this Agreement. All prices quoted in this Agreement or Order Form are in U.S. Dollars, exclusive of taxes, unless otherwise stated. Any invoiced amount that you do not pay within thirty (30) days of your receipt of invoice will be increased by a late charge of two percent per month (24% per year), or the maximum allowed by law, whichever is less, with the interest accruing from the date of late payment. The U.S. DPA (see Section 3, above) applies to all agreements between clients and Advanced Solutions International, Inc., if and to the extent that the CCPA, the CPRA, the VCDPA, or other U.S. state privacy laws apply to ASI's processing of Your Data. ASI's Cloud Services clients are hosted on infrastructure provided through the Microsoft Azure platform in the East US or West US regional data centers.

Help desk hours: Monday-Thursday, 8:00 a.m. – 7:00 p.m. and on Friday, 8:00 a.m. – 5:00 p.m. (Central)

b. **CANADA.** If the signatory to this Agreement is Advanced Solutions International-Canada Inc. in Canada then this Section b. applies to you and Sections 8a, and c-e are inapplicable. The laws of Ontario govern this Agreement and all claims arising from or relating to this Agreement without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction of the provincial courts of Ontario in any action arising from or related to this Agreement. All prices quoted in this Agreement or Order Form are in Canadian Dollars, exclusive of taxes, unless otherwise stated. Any invoiced amount that you do not pay within thirty (30) days of your receipt of invoice will be increased by a late charge of two percent per month (24% per year), or the maximum allowed by law, whichever is less, with the interest accruing from the date of late payment. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement. ASI's Cloud Services clients are hosted on infrastructure provided through the Microsoft Azure platform in the Canada East or Canada Central regional data centers.

Help desk hours: Monday-Thursday, 8:00 a.m. – 7:00 p.m. and on Friday, 8:00 a.m. – 5:00 p.m. (Central)

c. **UK and EUROPE.** If the signatory to this Agreement is Advanced Solutions International (Europe) Limited, then this Section c. applies to you and Sections 8a-b and d-e are inapplicable. The laws of England and Wales govern this Agreement and all claims arising from or relating to this Agreement without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction of the courts located in greater London in any action arising from or related to this Agreement. All prices quoted in this Agreement or Order Form are in Pounds Sterling, exclusive of taxes, unless otherwise stated. Any invoiced amount that you do not pay within thirty (30) days of your receipt of invoice will be increased by a late charge of .75% per month (9% per year), or the maximum allowed

by law, whichever is less, with the interest accruing from the date of late payment. The GDPR DPA (see Section 3, above) applies to all agreements between clients and Advanced Solutions International (Europe) Limited. ASI's Cloud Services clients are hosted on infrastructure provided through the Microsoft Azure platform in the UK West or UK South regional data centers.

Help desk hours: Monday-Thursday, 9:15 – 24:00 and on Friday, 9:00 – 23:00 (GMT/BST)

d. **ASIA-PACIFIC REGION.** If the signatory to this Agreement is Advanced Solutions International (Asia-Pacific) Pty Ltd., and you are not located in Singapore, then this Section d. applies to you and Sections 8a-c and e are inapplicable. The laws of the State of Victoria govern this Agreement and all claims arising from or relating to this Agreement without regard to its conflict of law provisions. The parties consent to the exclusive jurisdiction of the federal and local courts in Victoria in any action arising from or related to this Agreement. All prices quoted in this Agreement or Order Form are in Australian Dollars, exclusive of taxes, unless otherwise stated. Any invoiced amount that you do not pay within thirty (30) days of your receipt of invoice will be increased by a late charge of .75% per month (9% per year), or the maximum allowed by law, whichever is less, with the interest accruing from the date of late payment. ASI's Cloud Services clients are hosted on infrastructure provided through the Microsoft Azure platform in the Australia East or Australia Southeast regional data centers. If you are located in Singapore, please see Subsection 7(e).

Help desk hours: Monday-Friday, 9:00 – 17:00 (AEST)

Nothing in this Agreement shall limit the legal rights that any small business (as defined in the Australian Consumer Law (“ACL”)) may have to any claim for losses under the ACL or other legal rights that apply to small business contracts (as defined in the ACL). The Australia Rider at www.advsol.com/terms is incorporated by reference into the terms of this Agreement.

e. **SINGAPORE.** If the signatory to this Agreement is Advanced Solutions International (Asia-Pacific) Pty Ltd, and you are located in Singapore, then this Section e. applies to you and Sections 8a-d are inapplicable. ASI's Cloud Services clients located in Singapore are hosted on infrastructure provided through the Microsoft Azure platform in the Microsoft Azure Southeast Asia (Singapore) regional data center, and we agree to comply with our obligations under Singapore's Personal Data Protection Act (PDPA), as amended, in our provision of services to you under this Agreement during the Term, and shall use commercially reasonable efforts, at your expense, to assist you in meeting your obligations under the PDPA.

Help desk hours: Monday-Friday, 9:00 – 17:00 (Singapore)

9. Performance Improvement Advisory Service Subscription (PIAS) (applicable only if indicated on the Signature Page or Order Form). If PIAS is included, then this section of the Agreement is a Supplementary Agreement to the Master Services Agreement (“MSA”) and all services relating to the PIAS will be provided in accordance with the General Terms and Conditions of the MSA, found at www.advsol.com/terms, unless a more specific term in this Section governs. As part of the PIAS, your assigned Performance Improvement Specialist/Trusted Advisor will meet with you at the commencement of the PIAS and each year during the Term of the PIAS to identify the most suitable group of services from the list below to enable your organization to prioritize the key activities that will help you use iMIS to enhance your organization's effectiveness and value:

- **Planning Services** - establish and prioritize organizational goals, identify obstacles to success, and create and annually update an iMIS Performance Improvement Roadmap; review current technical setup, identify technical obstacles that may impede system performance, and recommend changes to align environment to iMIS best practices; annually review and update an iMIS Technical Roadmap; and create an iMIS Education Roadmap to highlight recommended ASI iMIS training.
- **Trusted Advisor Services** – a dedicated Performance Improvement Specialist (PIS) will be assigned to your organization to plan quarterly remote checkup meetings to assess your progress and offer guidance on the iMIS Performance Improvement Roadmap and recommend technical changes from your Technical Roadmap and recommended training from the Education Roadmap. Your assigned PIS is also available for brief, remote

discussion as reasonably requested to provide high-level guidance on strategic issues (not including technical consulting advice or tasks)

- **Discount Program** – 5% Discount on ASI Client Success fee rates.

10. Foundation/Standard Implementation Services (applicable only if indicated on the Signature Page or Order Form). Unless the box next to “Implementation-Foundation/Standard” is checked on the Signature Page or Order Form, this Agreement does not cover installation or implementation of the Software, and any other services not specifically outlined in this Agreement will be provided by ASI only pursuant to a Master Services Agreement entered into between the parties. If “Implementation-Foundation/Standard” is included with this Agreement (as indicated on the Signature Page or Order Form), then ASI will provide basic software implementation and mentoring services, as follows:

- **Training** – You will be trained on how to configure and use iMIS through your iMIS Learning Subscription, using the Learning Hub training courses.
- **Configuration** – You will be responsible for configuring your iMIS system based on the knowledge you obtained in the iMIS Learning Hub. We will provide guidance, but the system configuration is your responsibility.
- **Website** – Basic navigation menu setup and blank page creation (50 pages max); brief design consultation; template/theme modifications not included.
- **Data Migration** - We will provide training for you on how to get your data into the iMIS Workbook Converter spreadsheet; after you have imported your data into the iMIS Workbook Converter spreadsheet, we will run the conversion process into iMIS.
- **Project Management** – We will provide a tailored project timeline. We will meet with you weekly to obtain your status updates and lead the project forward to successful completion. You will be responsible for managing the status of your organization’s tasks according to the timeline.

No installation or implementation services will be provided until ASI receives the applicable implementation fee. Additional services that exceed the scope of the basic software implementation and training services outlined above are available as an additional Optional Foundation Implementation Package (see <http://www.imis.com/package>), if indicated on the Signature Page or Order Form, or on a time and materials basis, pursuant to the ASI Master Services Agreement.

You will be responsible for facilitating the implementation and committing the necessary time and resources to implement the Software by:

- Assigning a project manager to work with us who is able to make decisions about implementation of the Software. The project manager role is critical to the success of the software implementation and must be in place prior to the start of the implementation and remain for the duration of the implementation. The repeated cancelation of meetings, or a lack of access to a project manager who is able to make decisions in a timely manner, may result in changes in the timeline and fees.
- Providing in a timely manner on-going assistance in identifying, explaining and understanding your business rules, key processes and current procedures;
- Considering and evaluating our suggestions on improving your key processes, business rules and practices or reconciling them to the capabilities of the Software in a timely and collaborative manner;
- Attending the mandatory training sessions, understanding the basic operation of the new system, and familiarizing yourself with the related documentation;
- Configuring your iMIS system and website after taking the mandatory training sessions;
- Attending weekly status meetings to provide a status update on your organization’s implementation tasks;
- Extracting data from existing systems, compiling existing data in the data converter tool, cleaning up the formatting of source data, and verifying the accuracy of the converted data;
- Testing your iMIS system, including testing of your configuration as you go, conducting a full end-to-end User Acceptance Testing prior to go-live, and signing off that you have fully tested your configured iMIS system prior to go-live;
- Securing any domain names and setting up merchant accounts;

- Inputting all website content into the RiSE interface; and
- Completing the implementation tasks on time according to the agreed project timeline.

You acknowledge that your participation and cooperation is critical for the success and duration of the Software implementation. All timelines provided for implementation of the Software are estimates only and ASI does not guarantee dates of completion for the implementation. Your responsibilities outlined above have been used to develop ASI's current level of effort and fees; deviations from your responsibilities may lead to commensurate changes in the timeline and fees and will be handled on a time and materials basis, pursuant to the ASI Master Services Agreement. In the event the implementation services exceed the anticipated project duration, as calculated by ASI at the commencement of the project, due to the breach of your obligations, then ASI will charge an additional fee on a time and materials basis, pursuant to the ASI Master Services Agreement.

II. Software License Terms

A License. We grant to you a non-exclusive, non-transferable license during the Term of this Agreement, and in accordance with these terms and conditions, to use the Software as indicated on the Signature Page or Order Form by up to the number of Named Users (licensed seats) shown on the Signature Page or Order Form. This license is only good for one single production database and if you want to deploy multiple instances of iMIS (or test instances), there is an additional cost. Named Users are the users that access or are authorized to access (directly or indirectly) an iMIS Database to create or update records in the iMIS Database. Every user that creates or updates records in the iMIS Database (other than creating or updating records pertaining solely to the specific user's own records) must be properly licensed. Each Named User (licensed seat) is to be assigned to one individual user and cannot be pooled or otherwise used by multiple users. Your license to use the Software terminates with this Agreement and if you want to host iMIS in another environment outside of ASI's Cloud Services hosted environment, you must purchase a new license from us.

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