



ORDO™: Terms and Conditions

Published: August 2025

THESE TERMS AND CONDITIONS (“TERMS”) GOVERN CUSTOMER’S ACQUISITION AND USE OF GBS SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY (1) CLICKING A BOX INDICATING ACCEPTANCE, AND/OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS, CUSTOMER AGREES TO THESE TERMS. IF THE INDIVIDUAL ACCEPTING THESE TERMS IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THESE TERMS DO NOT HAVE SUCH AUTHORITY, OR DO NOT AGREE WITH THESE TERMS, SUCH INDIVIDUAL MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES.

The Services may not be accessed for competitive purposes. GBS’s competitors are prohibited from accessing the Services, except with GBS’s prior written consent.

1. DEFINITIONS

“**Account Information**” means information about Customer that Customer provides to GBS in the creation or administration of its GBS account, such as names, usernames, login credentials, phone numbers, email addresses and billing information associated with a Customer’s GBS account.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means these Terms (including all agreements that are incorporated into these Terms), together with the Order Form(s).

“**Beta Services**” means GBS services or functionality that may be made available to Customer to try at its option at no additional charge which is designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data. Confidential Information of GBS includes the Services, and these Terms and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“**Customer**” means in the case of an individual accepting these Terms on his or her own behalf, such individual, or in the case of an individual accepting these Terms on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting these Terms, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“**Customer Data**” means data and information submitted by or for Customer to the Services.



“Documentation” means the documentation related to the applicable Services, which includes Service’s Trust and Compliance documentation at <https://www.gbscorp.com/healthcare-solutions/ordo/documents/> and its usage guides and policies, as updated from time to time.

“Free Services” means Services that GBS makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer (or an Affiliate of Customer) and GBS, including any addenda and supplements thereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form, as distinguished from Free Services.

“Services” means the products and services that are ordered by Customer under an Order Form, or provided to Customer free of charge (as applicable), and made available online by GBS, including associated GBS offline or mobile components, as described in the Documentation.

“GBS” means the GBS company that executed the applicable Order Form.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting these Terms on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by GBS without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, GBS at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. ACCESS TO AND USE OF THE SERVICES

2.1 Provision of Purchased Services. GBS will (a) make the Services available to Customer pursuant to these Terms, and the applicable Order Forms and Documentation, (b) provide applicable GBS standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Purchased Services available pursuant to the [Service Level Agreement](https://www.gbscorp.com/healthcare-solutions/ordo/documents/) located at <https://www.gbscorp.com/healthcare-solutions/ordo/documents/>. GBS will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with GBS’s obligations under these Terms, except as otherwise specified in these Terms or an Order Form.

2.2 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services are purchased as subscriptions for the term stated in the applicable Order Form, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by GBS regarding future functionality or features. By entering into an Order Form hereunder, an Affiliate agrees to be bound by these Terms as if it were an original party hereto.

2.3 Usage Limits. Services are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, GBS may work with Customer to seek to reduce Customer’s usage so

that it conforms to that limit. If, notwithstanding GBS's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon GBS's request, and/or pay any invoice for excess usage in accordance with the Section 3.2 (Invoicing and Payment) below.

2.4 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with these Terms, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify GBS promptly of any such unauthorized access or use, (d) use Services only in accordance with these Terms, Documentation, and the [Acceptable Use Policy](https://www.gbscorp.com/healthcare-solutions/ordo/documents/) available at <https://www.gbscorp.com/healthcare-solutions/ordo/documents/>, Order Forms and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in GBS's judgment threatens the security, integrity or availability of GBS's services, may result in immediate suspension of the Services, however GBS will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.5 Usage Restrictions. Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services or in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of GBS intellectual property except as permitted under these Terms, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3. FEES AND PAYMENT

3.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

3.2 Invoicing and Payment. Customer will provide GBS with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to GBS. Customer represents and warrants to GBS that payment information is true, and that Customer is authorized to use the payment instrument. Customer will promptly update account information with any changes (for example, a change in billing address or credit card expiration date) that may occur. If Customer provides credit card information to GBS, Customer authorizes GBS to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 9.2 (Term of Purchased Subscriptions) below. Such charges shall be made in advance, either annually or in accordance with the billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, GBS will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for

providing complete and accurate billing and contact information to GBS and notifying GBS of any changes to such information.

3.3 Overdue Charges. If any invoiced amount is not received by GBS by the due date, then without limiting GBS's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) GBS may seek to update Customer's account information through third party sources (i.e., bank or a payment processor) to continue charging Customer's account as authorized by Customer, and/or (c) GBS may condition future subscription renewals and Order Forms on payment terms shorter than those specified Section 3.2 (Invoicing and Payment).

3.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 60 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized GBS to charge to Customer's credit card), GBS may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, GBS will give Customer at least 10 days' prior notice that its account is overdue, in accordance with Section 10.8 (Manner of Giving Notice) for billing notices, before suspending services to Customer.

3.5 Payment Disputes. GBS will not exercise its rights under Section 3.3 (Overdue Charges) or Section 3.4 (Suspension of Service and Acceleration) above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, provided that Customer provides written notice to GBS with a detailed description of the dispute within thirty (30) days after the date that GBS charges or invoices Customer.

3.6 Taxes. GBS's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If GBS has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, GBS will invoice Customer and Customer will pay that amount unless Customer provides GBS with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, GBS is solely responsible for taxes assessable against it based on its income, property and employees.

4. PROPRIETARY RIGHTS AND LICENSES; CUSTOMER DATA

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, GBS, its Affiliates, and licensors reserve all of their right, title and interest in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 Customer Data. GBS will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). GBS acknowledges that, as between GBS and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to GBS a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for GBS to provide the Services to Customer. Customer represents and warrants that Customer is the owner of, and/or has all necessary right and permissions in the Customer Data to permit GBS to use the same in accordance with these Terms without violating the rights of any third party. Personal information that Customer provides to GBS or that GBS processes in connection with Customer's use of the Services is subject to GBS's [Data Processing Addendum](https://www.gbscorp.com/healthcare-solutions/ordo/documents/) available at <https://www.gbscorp.com/healthcare-solutions/ordo/documents/>. Notwithstanding the foregoing, the Data Processing Addendum does not apply to Account Information, and GBS's



use of Account Information shall be in accordance with the privacy notice posted on GBS's website. Unless otherwise agreed in an Order Form, if Customer Data includes any protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented from time to time ("HIPAA"), the terms of the [Business Associate Agreement](#) ("BAA") shall apply.

4.3 Feedback. Customer grants to GBS and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of GBS's or its Affiliates' services.

4.4 Federal Government End Use Provisions. GBS provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in these Terms, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to these Terms specifically granting those rights.

5. CONFIDENTIALITY

5.1 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose these Terms or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 5. Notwithstanding the foregoing, GBS may disclose the terms of these Terms and any applicable Order Form to a contractor to the extent necessary to perform GBS's obligations under these Terms or an Order Form, under terms of confidentiality materially as protective as set forth herein. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 5 (Confidentiality) apply to Confidential Information exchanged between the parties in connection with the evaluation of additional GBS services.

5.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

5.3 Upon Termination. Except as otherwise set forth in these Terms, each party shall use commercially reasonable efforts to return to destroy all Confidential Information upon termination of these Terms. Notwithstanding, Receiving Party will not be obligated to render unrecoverable Confidential Information of the Disclosing Party that is contained in an archived computer system backup or pursuant to security and disaster



recovery procedures, or that is retained in accordance with the Receiving Party's legal and financial compliance obligations. Any such retained Confidential Information will remain subject to this Section 5 (Confidentiality).

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1 Representations. Each party represents that it has validly entered into these Terms and has the legal power to do so.

6.2 GBS Warranties. GBS warrants that during an applicable subscription term (a) these Terms, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) GBS will not materially decrease the overall security of the Services, and (c) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in Section 9.3 (Termination for Cause) and Section 9.4 (Refund or Payment upon Termination) below.

6.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES AND FREE SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. MUTUAL INDEMNIFICATION

7.1 Indemnification by GBS. GBS will indemnify, defend, and hold Customer harmless against any claim, demand, suit or proceeding made or brought by a third party (a "**Third-Party Claim**") against Customer alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs ("**Losses**") finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by GBS in writing of, such Third-Party Claim, provided Customer (a) promptly gives GBS written notice of the Third-Party Claim, (b) gives GBS sole control of the defense and settlement of the Third-Party Claim (except that GBS may not settle any Third-Party Claim unless it unconditionally releases Customer of all liability), and (c) gives GBS all reasonable assistance, at GBS's expense. If GBS receives information about an infringement or misappropriation claim related to a Service, GBS may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching GBS's warranties under Section 6.2 (GBS Warranties), (ii) obtain a license for Customer's continued use of that Service in accordance with these Terms, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Third-Party Claim; (II) a Third-Party Claim arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by GBS, if the Services or use thereof would not infringe without such combination; or (III) a Third-Party Claim arises from Services under an Order Form for which there is no charge.

7.2 Indemnification by Customer. Customer will indemnify, defend and hold GBS and its Affiliates harmless against any Third-Party Claim brought against GBS (a) arising from (i) Customer's use of the Services in an unlawful manner or in violation of these Terms, the Documentation, or Order Form or, (ii) any Customer Data or Customer's use of Customer Data with the Services, and will indemnify GBS from any Losses as a result of, or for any amounts paid by GBS under a settlement approved by Customer in writing of, such Third-Party Claim, provided GBS (A) promptly gives Customer written notice of the Third-Party Claim, (B) gives Customer sole control of the defense and settlement of the Third-Party Claim (except that Customer may not settle any Third-Party Claim unless it unconditionally releases GBS of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense.

7.3 Exclusive Remedy. This Section 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any Third-Party Claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER IN THE APPLICABLE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 3 (FEES AND PAYMENT).

8.2 Exclusion of Consequential and Related Damages. EXCEPT FOR CLAIMS ARISING UNDER SECTION 7 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. TERM AND TERMINATION

9.1 Terms. These Terms are effective on the date Customer first accepts them and continues until all subscriptions hereunder have expired or have been terminated.

9.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at GBS's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

9.3 Termination for Cause. A party may terminate an Order Form for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4 Refund or Payment upon Termination for Cause. If an Order Form is terminated by Customer in accordance with Section 9.3 (Termination for Cause), GBS will provide a pro-rata refund to Customer of any unused prepaid fees covering the remainder of the then-current subscription term of the applicable Order Form after the effective date of termination. If an Order Form is terminated by GBS in accordance with Section 9.3 (Termination for Cause), Customer will pay any unpaid fees covering the remainder of the term of each terminated Order Form unless prohibited by applicable law.

9.5 Upon Termination. Upon termination of these Terms: (i) Customer will cease using the Services; and (ii) each party shall return or destroy all Confidential Information in accordance with Section 5. GBS will not be liable to Customer for any claims or damages of any kind arising out of termination of these Terms or suspension of Services in accordance with these Terms. Except as provided in Section 9.4 (Refund or Payment upon Termination for Cause), or as expressly agreed in an Order Form, all fees are non-cancellable and non-refundable. Termination



will not relieve a party from any accrued payment obligations. Upon request by Customer made in writing within 30 days after the effective date of termination or expiration of this Agreement, GBS will make Customer Data available to Customer for export or download as provided in the Documentation.

9.6 Surviving Provisions. This Section 9.6 (Surviving Provisions), as well as Section 2.6 (Beta Services and Free Services), Section 3 (Fees and Payment), Section 4 (Proprietary Rights and Licenses; Customer Data), Section 5 (Confidentiality), Section 6.3 (Disclaimers), Section 7 (Mutual Indemnification), Section 8 (Limitation of Liability), Section 9.4 (Refund or Payment upon Termination for Cause), Section 9.5 (Upon Termination), and the applicable portions of Section 10 (General Provisions) will survive any termination or expiration of these Terms.

10. GENERAL PROVISIONS

10.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with these Term or any Order Form. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

10.2 Entire Agreement and Order of Precedence. These Terms, together with all agreements incorporate herein and the applicable Order Form(s) referencing these Terms, are the entire agreement between GBS and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) these Terms, and (3) the Documentation. Titles and headings of sections of these Terms are for convenience only and shall not affect the construction of any provision of these Terms.

10.3 Relationship of the Parties. The parties are independent contractors. These Terms does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.4 Third-Party Beneficiaries. There are no third-party beneficiaries under these Terms.

10.5 Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right.

10.6 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms will remain in effect.

10.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign these Terms in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate these Terms and all Order Forms upon written notice. In the event of such a termination, GBS will provide Customer with a pro-rata refund of any prepaid unused fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of the foregoing is void.



10.8 Notice. Except as otherwise specified in this Agreement, all notices related to these Terms will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

10.9 Governing Law and Jurisdiction. Unless otherwise agreed in an Order Form, these Terms will be interpreted under, and any disputes arising out of these Terms or any Order Form will be governed by the laws of the State of Ohio, USA, without regard to its conflict of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the courts located in Cuyahoga County, Ohio in connection with all actions arising out of or in connection with these Terms, and waives any objections that venue is an inconvenient forum. A final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.