



SUBSCRIPTION

TERMS OF SERVICE

PCG SUBSCRIPTION SERVICES TERMS OF SERVICE

1. ATTENTION! THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE PCG SERVICES AGREEMENT. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

2. Applicability of Other Agreements; Defined Terms. Customer must enter into a Services Agreement (the "SA") in order to access the Subscription Services. In the event of a conflict between the SA and the PCG Terms of Service (hereafter "TOS"), these TOS will control. Customer also acknowledges and agrees that it has reviewed and executed the appropriate Order Form in order to properly provision the Subscription Services. Capitalized terms not otherwise defined herein shall have the meaning given to them in Section 17 (Definitions) below. In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Subscription Services, and/or any new service(s) related to the Subscription Services subsequently procured by the Customer will be subject to this Agreement.

3. Customer Must Have Internet Access. Satellite, cable, or another high-speed Internet connection is required for proper transmission of the Subscription Services. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Subscription Services, including, but not limited to, "browser" software that supports protocol used by PCG, including Secure Socket Layer (SSL) protocol or other protocols accepted by PCG, and to follow logon procedures for Services that support such protocols. PCG is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by PCG. PCG assumes no responsibility for the reliability or performance of any connections as described in this Section.

4. Accuracy of Customer's Contact Information. Customer shall provide accurate, current, and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

5. Users, Passwords, Access, And Notification. Customer shall authorize access to and assign unique passwords and usernames to the number of Users. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Subscription Services or under Customer's account. PCG will act as though any electronic communications it receives under Customer's passwords, username, and/or account number will have been sent by Customer. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and shall promptly notify PCG of any unauthorized access or use of the Subscription Services and any loss or theft or unauthorized use of any User's password or name and/or Subscription Services account numbers.



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6. Customer's Lawful Conduct. The Subscription Services allow Customer to send Electronic Communications directly to PCG and PCG's Providers. Customer shall comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Subscription Services, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Subscription Services and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Customer shall not permit Users to access or use the Subscription Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Except as permitted by the SA, no part of the Subscription Services may be copied, reproduced, distributed, republished, displayed, posted, or transmitted in any form or by any means. Customer agrees not to access the Subscription Services by any means other than through the interfaces that are provided by PCG. Customer shall not do any "mirroring" or "framing" of any part of the Subscription Services or create Internet links to the Subscription Services which include login information, usernames, passwords, and/or secure cookies. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by PCG. Customer shall ensure that all access and use of the Subscription Services by Users is in accordance with the terms and conditions of these TOS and the SA, including but not limited to those Users that are contractors and agents, and Customer's Affiliates. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Customer and Customer waives all of those defenses that Customer may have as to why Customer should not be liable for Customer's contractors', agents' or Affiliates' acts, omissions and noncompliance with these TOS and the SA.

7. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to use of the Subscription Services. Customer expressly consents to PCG's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by PCG. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. PCG is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted, or stored during the transmission of any data whatsoever across networks not owned and/or operated by PCG, including, but not limited to, the Internet and Customer's local network.

8. PCG's Support. As part of the Subscription Services, PCG will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Subscription Services. PCG also offers basic training and support specified in the Order Form. Customer acknowledges that PCG has extensive experience helping Customers improve utilization and realization of benefits of the Subscription Services, and that not following the advice of PCG and/or not engaging PCG in the provision of additional services at the outset or during the term may substantially limit Customer's ability to successfully utilize the Subscription Services or to enjoy the power and potential of the Subscription Services.

9. Security. PCG shall maintain reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data.

10. Ownership and Storage of Customer Data. As between PCG and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Further, PCG does not store Customer data. Customer acknowledges and agrees that in connection with Subscription Services and Order



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Form, the Provider(s) as part of its standard service offering makes daily backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with Provider's standard business processes.

11. PCG's Intellectual Property Rights. Customer agrees that all rights, title and interest in and to all intellectual property rights in the Subscription Services, are owned exclusively by PCG or its licensors. Except as provided in this Agreement, the use of the Subscription Services granted to Customer does not convey any rights in the Subscription Services, express or implied, or ownership in the Subscription Services or any intellectual property rights thereto. In addition, PCG shall have a royalty-free, worldwide, transferable, irrevocable, and perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including users, relating to the operation of the Subscription Services. Any rights not expressly granted herein are reserved by PCG. PCG marks, logos and product and service names are marks of PCG, respectively (the "PCG Marks"). Customer agrees not to display or use the PCG Marks in any manner without PCG's express prior written permission.

12. Customer Restrictions. Customer is responsible for all activities conducted under its User logins and for its Users' compliance with these TOS and the SA. Customer's use of the Subscription Services shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Subscription Services. Customer shall not and shall not permit any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services in any manner or form unless expressly allowed in the User Guide; (b) use unauthorized modified versions of the Subscription Services, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Subscription Services; (c) use the Subscription Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (d) publish, post, upload or otherwise transmit Customer Data that contains any viruses, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (e) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services; and/or (f) take any action(s) that will violate the Terms of Service for PCG's Providers.

13. Suspension/Termination.

(a) **Suspension for Delinquent Account.** PCG reserves the right to suspend Customer's and any Customer Affiliates' access to and/or use of the Subscription Services for any accounts (i) for which any payment is due but unpaid but only after PCG has provided Customer two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice, or (ii) for which Customer has not paid for the renewal term and has not notified PCG of its desire to renew the Subscription Services by the End Date of the then current term. The suspension is for the entire account and Customer understands that such suspension would therefore include Affiliate sub-accounts. Customer agrees that PCG shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Subscription Service pursuant to this Section 13(a).

(b) **Suspension for Ongoing Harm.** Customer agrees that PCG may with reasonably contemporaneous telephonic notice to Customer suspend access to the Subscription Services if PCG reasonably concludes that Customer's Subscription Services are being used to engage in denial-of-service attacks, spamming, or illegal activity, and/or use of Customer's Subscription Services is causing immediate, material and ongoing harm to PCG or others. In the extraordinary event that PCG suspends Customer's access to the Subscription Services, PCG will use commercially reasonable



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efforts to limit the suspension to the offending portion of the Subscription Services and resolve the issues causing the suspension of Subscription Services. Customer further agrees that PCG shall not be liable to Customer nor to any third party for any suspension of the Subscription Services under such circumstances as described in this Section 13(b).

(c) **Termination for Cause, Expiration.** Either party may immediately terminate the SA and all Order Form(s) and SOW(s) issued hereunder in the event the other party commits a material breach of any provision of these TOS or the SA which is not cured within forty-five (45) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching party at the address listed in the SA (“Notice”). Upon termination or expiration of the SA, Customer shall have no rights to continue use of the Subscription Services. If the SA is terminated by Customer for any reason other than a termination expressly permitted by the SA or these TOS, then PCG shall be entitled to all of the fees it’s due for the entire Term. If the SA is terminated as a result of PCG’s breach of the SA, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to PCG for the terminated portion of the Term.

(d) **Handling of Customer Data In The Event Of Termination.** Customer agrees that following termination of Customer’s account and/or use of the Subscription Services, PCG may immediately deactivate Customer’s account and that following a reasonable period of not less than 90 days shall be entitled to delete Customer’s account from PCG’s “live” site. During this 90 day period and upon Customer’s request, PCG will grant Customer limited access to the Subscription Services for several days for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to PCG. Customer further agrees that PCG shall not be liable to Customer nor to any third party for any termination of Customer access to the Subscription Services or deletion of Customer Data, provided that PCG is in compliance with the terms of this Section 13(d).

14. Modification; Discontinuation of The Service.

(a) **To the Service.** PCG may make modifications to the Subscription Services or particular components of the Subscription Services from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. PCG reserves the right to discontinue offering the Subscription Services at the conclusion of Customer’s then current Term. PCG shall not be liable to Customer nor to any third party for any modification of the Subscription Services as described in this Section 14(a).

(b) **To Applicable Terms.** If PCG makes a material change to any applicable URL Terms, then PCG will notify Customer by either sending an email to the notification email address provided by Customer in the Order Form or posting a notice in the Subscription Services. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify PCG via info@pcgservices.com within thirty days after receiving notice of the change. If Customer notifies PCG as required, then Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then current term for the affected Subscription Services. If the affected Subscription Services are renewed, it will be renewed under PCG’s then current URL Terms.



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15. Order Form. The Subscription Services shall be ordered by Customer or its Affiliates pursuant to an Order Form. Each Order Form shall include a detailed listing of the Subscription Services being ordered and the applicable fees. Each Order Form shall be subject to the terms and conditions of the SA and these TOS. For any order by Customer or its Affiliate for the benefit of Customer's Affiliate(s), the term "Customer" shall refer to Customer and such Affiliate(s).

16. Term/Termination/Renewal; and Renewal Fees.

(a) **Term/Termination/Renewal.** The Term of the SA shall be for thirty-six (36) months commencing on the Effective Date (as defined in the SA) of the SA and ending on the date thirty-six (36) months thereafter ("End Date") ("Initial Term"), unless otherwise specified in the Order Form, or unless otherwise terminated early pursuant to the SA or these TOS, and the Term shall be extended as set forth in subsequent Order Form(s) (each successive renewal term, a "Renewal Term") (collectively "Term"). If Customer has not signed and delivered the Order Form to PCG regarding the upcoming Renewal Term prior to the expiration of the then current term, the Term shall be automatically extended for successive Renewal Terms of twelve (12) months each unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.

(b) **Renewal Fees.** Customer may renew the items in Order Form for five (5) twelve (12) month Renewal Terms at fees not to exceed an increase of 5% per annum, applied to the fees shown in the Order Form. This option is available only if the Subscription Services on the renewal order are equal to or greater than those shown on the previous Order Form. Additional Subscription Services and other items procured during a term will co-terminate with and be prorated through the then current End Date. Fees for the Subscription Services on all subsequent Order Form(s) and renewals shall be set at then current PCG pricing, unless otherwise agreed to by the parties.

17. Definitions.

"Subscription Services" means any activity or actions related to delivering of PCG's subscription services including applications, features, or support services.

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of Customer.

"Customer Data" means all electronic data or information submitted to the Subscription Services by Customer or its Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Subscription Services.

"Order Form" means a PCG estimate, renewal notification or order form in the name of and executed by Customer or its Affiliate and accepted by PCG which specifies the Subscription Services; to be provided by PCG subject to the terms of the SA and these TOS.

"Help Documentation" means the online help center documentation describing the Subscription Services features, including User Guides which may be updated from time to time.

"Features" means software components or modules of the Subscription Services that a Customer can subscribe to according to the terms of the Order Form.



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“**Consulting Services**” means additional services designed to assist Customers that desire to procure certain professional, configuration, integration, educational, training, support, monitoring, operational and/or technical services in connection with the Subscription Services.

“**Provider**” or “**Providers**” means the PCG third-party partner(s) identified in the Order Form upon whose platforms cloud-based services will be provided.

“**Secure Sockets Layer (SSL)**” is a networking protocol designed for securing connections between a web server and a browser.

“**Statement of Work**” or “**SOW**” means a jointly developed agreement attached to a Services Agreement which sets forth the scope of the Consulting Services to be delivered.

“**Users**” means individuals who are authorized by Customer to use the Subscription Services, for whom Subscription Services have been procured, and who have been supplied user identifications and passwords by Customer (or by PCG at Customer’s request). Users may include but are not limited to Customer’s and Customer’s Affiliates’ employees, customers, vendors, consultants, contractors and agents.

“**URL Terms**” means the terms with which Customer must comply, which are located at a URL and referenced in the SA, Order Form, SOW, or these TOS.

The Subscription Terms of Service on this page are representative of the PCG Terms of Service as of November 9, 2021. As the Subscription Terms of Service may change from time to time, it is recommended that you contact PCG for the most up to date Subscription Terms of Service.

Questions about these Terms of Service should be sent to [PCG at info@pcgservices.com](mailto:info@pcgservices.com).