

IWAREHOUSE TELEMATICS SYSTEM TERMS

(Subscription)

These terms are an agreement between the Solutions and Support Center (the “**S&SC**”) and customer (the “**Customer**”) identified on the proposal issued by S&SC and accepted by Customer in accordance with the proposal’s terms (the “**Order**”) and govern Customer’s subscription to and use of one or more units of the iWAREHOUSE® Telematics System (together with the Documentation, Equipment, Services and Software associated therewith, the “**Product**”).

These terms were last updated on **September 14, 2022** and are effective as between S&SC and Customer as of the effective date of the Order (the “**Effective Date**”).

The parties therefore agree as follows:

1. **The Product.**

(a) S&SC shall provide the Product to Customer on the pricing and other terms specified in the Order and this agreement. It is Customer’s responsibility to ensure that it has the information systems (e.g., internet connectivity, network infrastructure) specified in the Documentation or otherwise reasonably necessary in order for Customer to use the Product. Customer’s noncompliance with the preceding sentence will not relieve Customer of its payment obligations hereunder.

(b) **Software.** S&SC hereby grants Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Software solely as necessary for Customer to use the Product for Customer’s own internal business purposes in North America (the “**Permitted Purpose**”). “**Software**” means all computer programs, whether in object code, script or other form, provided by or on behalf of S&SC as a component of the Product, including computer programs incorporated into or otherwise running on the Equipment (“**Embedded Software**”), subsequent minor changes, fixes or patches to a current version of Software (“**Updates**”) and new versions of Software that replace a current version of Software and adds new features, functionality or enhancements beyond the minor changes found in an Update (“**Upgrades**”). Customer shall not, and shall not permit others to: (1) sell, lease, rent, timeshare or distribute the Software; (2) disassemble, decompile, reverse engineer or otherwise attempt to derive the Software’s source code; (3) publish, provide or otherwise make available to any third party, any competitive, performance or benchmark tests or analysis relating to the Software; (4) remove, alter or obscure any proprietary notices thereon; (5) export the Software into any non-North American country; or (6) use any Embedded Software separately from the Equipment on which it is integrated, or for any purpose other than using and managing the Equipment on which the Embedded Software is installed. During each Product unit subscription, as that period is identified in the Order, Customer shall receive, without charge, all commercially available Updates. S&SC may make Upgrades available, the use of which might be contingent upon Customer’s agreement to additional terms or payment of additional fees.

(c) **Documentation.** S&SC hereby grants Customer a non-exclusive, non-transferable license, without the right to sub-license, to use any information, whether provided in written or electronic form, related to the use or functionality of the Product that S&SC provides or otherwise makes available to Customer (the “**Documentation**”) solely for the Permitted Purpose. Customer may make a reasonable number of copies of the Documentation for back-up or archival purposes only but shall not remove, alter or obscure any proprietary notices thereon.

(d) **Equipment.**

(1) Unless otherwise provided in the Order, shipments of Product hardware (the “**Equipment**”) will be delivered, as applicable, FOB S&SC’s or manufacturer’s facility (Uniform Commercial Code). Customer shall not obligate S&SC or any manufacturer to be an importer or exporter into or out of any country. Customer acknowledges that, for purposes of this agreement, Equipment does not include the underlying industrial truck or tow tractor on which the Product operates or any hardware provided as an integrated component of such industrial truck or tow tractor, unless such integrated component is ordered as a field installation under the Order.

(2) Customer shall have the right to inspect the Equipment within five days of its receipt (the “**Inspection Period**”). If Customer reasonably determines that any Equipment is out of compliance with the Documentation or the Order, Customer shall promptly notify S&SC in writing specifying the details of the noncompliance, and shall furnish any evidence reasonably requested by S&SC. Customer will be deemed to have accepted the Equipment unless Customer notifies S&SC in writing of any nonconforming Equipment during the Inspection Period. If Customer timely notifies S&SC of any nonconforming Equipment, S&SC shall either: (A) correct or replace, at its expense, the nonconforming Equipment; or (B) refund or credit the portion paid and associated with the nonconforming Equipment. At S&SC’s option, Customer shall ship, to an address specified by S&SC, at S&SC’s expense and risk of loss, or make available to S&SC, the nonconforming Equipment. If S&SC exercises its option to replace the nonconforming Equipment, S&SC shall provide, at S&SC’s expense and risk of loss, the replacement Equipment after receiving the nonconforming Equipment. The remedies set forth in this section 1(d)(2) are Customer’s exclusive remedies for the delivery of nonconforming Equipment. Notwithstanding the preceding sentence, Customer’s acceptance of Equipment under this subsection does not waive Customer’s subscription coverage rights.

(3) Customer shall: (A) use the Equipment solely for the Permitted Purpose; (B) not, and shall not permit others to, disassemble or reverse engineer the Equipment or remove any proprietary notices thereon; (C) not sell the Equipment (any sales of Equipment by Customer are hereby void *ab initio*); (D) protect the Equipment with equal or better care than Customer protects similar types of equipment owned or controlled by Customer, but with no less than a reasonable degree of care; and (E) upon prior notice, permit S&SC, The Raymond Corporation (“**Raymond**”) and any of their authorized representatives to inspect the Equipment.

(e) **Cloud Services.**

(1) S&SC hereby grants Customer a non-exclusive, non-transferable right to enable any Customer employee or contractor (each, an “**Authorized User**”) to access and use the online, web-based services made available to Customer in connection with the Product (the “**Cloud Services**”) solely for the Permitted Purpose. Customer shall ensure that each Authorized User uses the Cloud Services in compliance with this agreement and will remain liable to S&SC for any acts or omissions associated with an Authorized User’s account. Customer shall not, and shall ensure that Authorized Users do not: (A) remove, alter or obscure any copyright, trademark or other proprietary notices; (B) use or access any Cloud Service to provide service bureau, time-sharing or other services to third parties or make any Cloud Service available to third parties as a managed or network provisioned service; (C) reverse engineer, decompile, disassemble or otherwise attempt to derive any Cloud Service source code; (D) modify or create derivative works based on the Cloud Services; (E) attempt to undermine the security or integrity of the Cloud Services or attempt to gain unauthorized access to any Cloud Service; (F) attempt to view, access or copy any material or data other than that which Customer is authorized to access; (G) transmit, input or store any information or data into the Cloud Services that breaches any third party right (including any rights by copyright, trademark, trade secret or patent or any moral right or other intellectual or proprietary right recognized by any jurisdiction, whether now existing or hereafter arising (collectively, “**Intellectual Property Rights**”)); (H) attack, disrupt or perform a penetration test on any Cloud Service; or (I) access the Cloud Services in order to build a similar or competitive product. Customer shall use reasonable efforts to prevent and terminate unauthorized access to and use of any Cloud Service. Customer shall promptly notify S&SC of any known or reasonably suspected unauthorized use of, or access to, the Cloud Services.

(2) Customer acknowledges that S&SC may on one or more occasions add, modify, discontinue or deprecate Cloud Service features or functionality. S&SC shall have the right to immediately suspend any portion of Customer’s access to and use of the Cloud Services, including any Authorized User’s account, if S&SC determines that its access to or use of the Cloud Services (A) is prohibited by law or this agreement; (B) poses a security threat to the Cloud Services, S&SC or any third party; or (C) may adversely impact the integrity of the Cloud Services or the content of any non-party. S&SC shall provide Customer with prior notice of such suspension; provided, however, if prior notice is not possible or is otherwise unreasonable, S&SC shall notify Customer as soon as reasonably possible following such suspension. Any suspension hereunder will not excuse Customer’s payment obligations.

(3) S&SC shall provide the Cloud Services to Customer in accordance with the terms set forth in exhibit 2 (the “**SLA**”). The service credits, as calculated in the SLA, are Customer’s exclusive remedy and S&SC’s sole liability for a breach of the preceding sentence.

(4) The Product might include Customer access to the Raymond GATEWAY™ Cloud Service. S&SC shall ensure that the Raymond GATEWAY Cloud Service is provided in compliance with the standards set forth in exhibit 3.

(f) Services. S&SC shall perform the Support Services and Professional Services (collectively, the “**Services**”) in accordance with accepted industry standards. S&SC may hire or engage one or more subcontractors to perform the Services; provided, however, S&SC shall remain liable to Customer for the performance of its subcontractors. If Customer prevents S&SC from or delays S&SC in performing any Services, S&SC shall be entitled to an equitable adjustment in the schedule for performance the compensation otherwise payable to it under the Order.

(1) Support Services. S&SC shall provide the maintenance and support offering as provided in the Order and exhibit 1 (the “**Support Services**”). Customer shall promptly notify S&SC of any anticipated delays or deficiencies in Customer’s responsibilities. Customer shall (A) stay current with updates, fixes and releases to software not provided under the Order but used in conjunction with the Product; (B) perform routine maintenance of software not provided under the Order but used in conjunction with the Product; (C) promptly install, or permit S&SC to install, Updates; (D) ensure all Customer employees and contractors using the Product are sufficiently trained before they are permitted to use the Product; (E) supply copies of screens, program errors or both, as requested by the Help Desk (defined in exhibit 1); (F) assist the Help Desk in replicating the problem; (G) inform the Help Desk of any non-S&SC modifications and third party installations; and (H) provide notice of business acceptance on fixes to problems reported.

(2) Professional Services. S&SC shall provide the consultation, configuration and training services (collectively, “**Professional Services**”) to the extent included in the Order. Customer acknowledges that (A) any Professional Services ordered, but unused, as of the expiration or termination of the Order are forfeited and otherwise nonrefundable; and (B) the Professional Services might not be sufficient for Customer’s intended purpose or that Customer might not achieve any particular results from its use of the Professional Services. Customer may accept or reject any recommendations made by S&SC or its subcontractors provided as a part of the Professional Services and, except as otherwise set forth in this agreement, Customer assumes all risk and liability resulting from its use of the information and recommendations delivered thereunder.

(g) Customer Content.

(1) Customer is solely responsible for the content and preservation of all data (A) manually inputted into the Cloud Services by or on behalf of Customer; or (B) generated through Customer’s use of the Product and made available to Customer through the Cloud Services or Software (collectively, “**Customer Content**”). Customer has and shall maintain the legal bases and right to share Customer Content with S&SC and its service providers. Customer shall secure and maintain all rights in Customer Content necessary for the provision of the Cloud Services without violating the rights of any non-party or otherwise obligating S&SC or its service providers. S&SC does not assume any obligations with respect to the Customer Content other than as expressly set forth in this agreement or as required by applicable law.

(2) To the extent S&SC or its service providers Process any Personal Information (as those terms are defined in the DPA) on Customer’s behalf in the provision of the Product, the Data Processing Addendum at <https://www.raymondcorp.com/terms-of-use/iwarehouse-terms-and-conditions-archive> (“**DPA**”), as may be updated on one or more occasions and is hereby incorporated by reference, will apply. In the event of any conflict between this agreement, the Order and the DPA, the DPA will prevail with regard to the Processing of Personal Information.

2. Price and Payments.

(a) Customer shall pay the amounts invoiced to Customer. Customer shall have no right to offset against any payments due to S&SC. Subject to sections 1(d)(2) and 7(a)(2), all sales are final and non-refundable. In addition to any other remedies it may have, S&SC may suspend Customer's access to and use of any Cloud Service during such time as any undisputed amount owed by Customer is past due.

(b) Customer shall pay all taxes and fees imposed upon the provision of the Product and Professional Services, whether levied or assessed upon Customer or S&SC. Customer acknowledges that the amounts set forth in the Order may not include any tax, excises, duties, tariffs, fees or other governmental charges. Customer is not responsible for the payment of any taxes based on the net or gross income of S&SC.

3. Term and Termination.

(a) This agreement commences on the Effective Date and will expire on the expiration or termination of the Order (the "Term"). Either party may terminate this agreement and the Order without cause upon 60 days' prior notice to the other party.

(b) Termination.

(1) With Cause: Either party may immediately terminate the Order (A) due to a material breach by the other party that, if capable of being cured, is not cured within 60 days after receipt of written notice describing the breach; (B) anyone commences an involuntary case against the other party under any bankruptcy or insolvency laws and either (i) the case is not dismissed by midnight at the end of the 60th day after commencement or (ii) the court before which the case is pending issues an order for relief or similar order approving the case; or (C) the other party becomes insolvent. S&SC shall have the right to deem Customer's failure to pay any amount when due a material breach not capable of being cured.

(2) Without Cause: Either party may terminate the Order without cause upon 60 days' prior notice to the other party.

(c) **Effect of Termination.** Upon termination of the Order, the following fees are immediately due and payable: (1) All amounts owed by Customer under the Order as of the termination effective date, including applicable subscription cancellation fees; and (2) all other unpaid fees attributable to a minimum term (e.g. remote hosting fees, cellular fees, third party licensing fees) for the remainder of that minimum term. Notwithstanding the preceding sentence, Customer shall have no payment obligation under section 4(c)(2) if Customer terminates the Order for cause under section 4(b)(1).

4. Intellectual Property Rights.

(a) S&SC and its licensors and service providers are and shall remain the owners of all Intellectual Property Rights in and to the Product. The granting of access to any Cloud Service by S&SC should not be construed as granting or conferring any rights by license in the Cloud Services. Customer shall not, during the Term or at any time thereafter, attack the Intellectual Property Rights of S&SC or its licensors or service providers in and to the Product.

(b) Customer retains all Intellectual Property Rights in and to the Customer Content. Customer hereby grants S&SC a worldwide, non-exclusive, paid-up, transferable, perpetual and irrevocable license for S&SC and its service providers and sub-processors to use, store, copy, transfer, modify, make available and communicate the Customer Content (1) as reasonably necessary to provide the Product to Customer; (2) to improve and develop Raymond and S&SC products and services; and (3) to aggregate deidentified Customer Content with that of others to use for any business purpose during or after the Term, provided that Customer is not identifiable as the source of any such data.

5. Representations and Warranties.

(a) Each party represents and warrants to the other that it has the full power, capacity and authority to enter into and perform its obligations under this agreement and to make the grant of rights contained herein, and its performance hereunder does not violate or conflict with any other agreement to which it is a party.

(b) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR THE ORDER, S&SC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR TITLE AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. ANY EMPLOYEES, REPRESENTATIVES, AGENTS, OR DISTRIBUTORS OF S&SC ARE NOT AUTHORIZED TO MODIFY OR MAKE ADDITIONS TO THIS WARRANTY THAT ARE BINDING ON S&SC. ANY SUCH STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE ADDITIONAL WARRANTIES.

6. Confidentiality.

(a) "**Confidential Information**" means any information, whether oral or written, received by the Receiving Party from Disclosing Party that a reasonable person, given the nature and circumstances of disclosure, would know to be confidential; provided, however, Confidential Information does not include any information that is: (i) already public when the Disclosing Party discloses it to Receiving Party or becomes public (other than as a result of breach of this agreement by Receiving Party) after the Disclosing Party discloses it to the Receiving Party; (ii) lawfully obtained, after it is disclosed under this agreement, from a third-party who is not otherwise bound by a confidentiality agreement with Disclosing Party; (iii) already in the possession of the Receiving Party or any of its Representatives on a non-confidential basis prior to Disclosing Party's disclosure; (iv) independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information and without violating any obligation under this agreement; or (v) released without restriction by Disclosing Party.

(b) The party, its affiliates or agents that receives Confidential Information (the “**Receiving Party**”) of the other party, its affiliates or agents (the “**Disclosing Party**”) shall: (1) treat the Disclosing Party’s Confidential Information as confidential; (2) use the same degree of care as it maintains the confidentiality of its own confidential information, but in no event will the Receiving Party use less than a reasonable degree of care to maintain the confidentiality of Disclosing Party’s Confidential Information; (3) not use the Disclosing Party’s Confidential Information for any purpose other than as expressly permitted by or in connection with its obligations under this agreement; and (4) prevent disclosure of the Disclosing Party’s Confidential Information to third parties; provided, however, disclosure may be made on a confidential basis to Receiving Party’s parent, subsidiary and affiliate companies, and their officers, directors, employees and contract employees, agents, consultants, financing sources and advisors (collectively, “**Representatives**”) who need to know in connection with this agreement, so long as the Representatives are aware of the confidential nature and are bound to preserve the Confidential Information’s confidentiality. The Receiving Party shall be responsible for ensuring that its Representatives keep the Confidential Information confidential, do not disclose or divulge the same to any unauthorized person or entity and abide by the use restrictions contained herein. If either party or any of its Representatives loses or makes an unauthorized disclosure of the Confidential Information, it shall promptly notify the other party, provide a description of the circumstances of the loss or unauthorized disclosure and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

(c) Notwithstanding anything in this section 6 to the contrary, Customer Confidential Information does not include any feedback, suggestion or idea provided by Customer regarding the Product or potential product. S&SC and Raymond shall have the right to use, profit from, disclose, publish and otherwise exploit any feedback, suggestion or idea, without compensation to Customer. Customer hereby relinquishes and waives any Intellectual Property Right it might have in that feedback, suggestion or idea.

(d) The Disclosing Party’s Confidential Information, and all permitted copies, will remain the property of the Disclosing Party, and the Disclosing Party shall have the right to demand its return, in whole or in part, at any time, upon giving written notice to the Receiving Party. Upon receipt of such notice, the Receiving Party shall return the Confidential Information and all copies in its possession to the Disclosing Party as soon as is reasonably practical, but in no more than 30 days. Confidential Information incorporated in documents will be destroyed by Receiving Party. If the Receiving Party has destroyed any copies of Disclosing Party’s Confidential Information, Receiving Party shall confirm the destruction in the letter accompanying the return of any documents or copies. Notwithstanding the foregoing sentences, (1) the Receiving Party shall not be obligated to return or destroy any Confidential Information the Receiving Party is retaining pursuant to a document retention hold established in connection with any civil or criminal investigation or litigation for the period the document retention hold is in effect, at which time the Confidential Information will be returned to the Disclosing Party or destroyed as aforesaid; and (2) to the extent Receiving Party’s computer back-up procedures create copies of the Confidential Information, the Receiving Party may retain such copies in its archival or back-up computer storage for the period the Receiving Party normally archives backed-up computer records.

(e) The Receiving Party may disclose the Disclosing Party’s Confidential Information that it is obligated, on the advice of legal counsel, to produce by law or under order of a court of competent jurisdiction or other similar requirement of a government agency, for the limited purpose required by the court or government agency, so long as the Receiving Party, to the extent legally permitted, provides the Disclosing Party with prompt written notice with sufficient time to permit the Disclosing Party to seek a protective order to protect its Confidential Information from disclosure.

(f) Each party recognizes that the Disclosing Party might have no adequate remedy at law if the Receiving Party does not comply with its obligations under this section 6. Therefore, a grant of injunctive relief would be appropriate to restrain any breach, threatened breach, or otherwise to specifically enforce any obligations of Receiving Party under this agreement.

(g) The requirements imposed by this section 6 will continue for three years following the termination or expiration of this agreement.

7. Indemnification.

(a) **S&SC Indemnification.** S&SC shall defend, indemnify, and hold harmless Customer and its officers, directors, employees and agents against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, “**Indemnifiable Losses**”) arising out of or resulting from any claim, suit, proceeding or cause of action brought by a non-affiliated third party (each, a “**Claim**”) in connection with an allegation that Customer’s use of the Product infringes or misappropriates the Intellectual Property Rights of any person. Notwithstanding the foregoing, S&SC shall have no defense or indemnity obligation for Claims arising from (1) Customer’s use of the Product not in compliance with this agreement, the Documentation or S&SC’s reasonable instructions; (2) modification to any portion of the Product not approved in writing or performed by S&SC or its agents (3) S&SC’s or any of its representatives’ conformance with specifications provided by Customer; (4) any use of the Product in combination with other products, equipment, software or data not supplied by S&SC; or (5) Customer’s failure to implement an update or enhancement provided by S&SC. If the Product becomes, or is likely to become, the subject of Claim, then, in addition to defending the Claim and paying any damages as required in this section, S&SC may either replace or modify the Product, providing not less than the functionalities specified in this agreement and the Order, to make them non-infringing or misappropriating; or procure for Customer the right to continue using the Product. If S&SC determines that neither of the foregoing is feasible or otherwise reasonable, S&SC shall have the right to immediately terminate the Order and refund to Customer the prorated portion of any amounts paid thereunder. The remedies set forth in this section 7(a) will be Customer’s sole remedy, and S&SC’s sole liability, for any Claim.

(b) **Customer Indemnification.** Customer shall defend, indemnify and hold harmless S&SC, Raymond and the officers, directors, employees and agents of each against all Indemnifiable Losses arising out of or resulting from any Claim in connection with (1) Customer’s or any of its contractor’s, subcontractor’s or agent’s use of the Product not in accordance with the Documentation, the Permitted Purpose, this agreement or in any unlawful manner; (2) the negligence or intentional misconduct of Customer or its employees, agents, servants, subcontractors or vendors; (3) any breach of alleged breach of this agreement by Customer; or (4) an allegation that any Customer Content infringes or misappropriates any Intellectual Property, privacy or other legal right of any third party.

(c) **Procedure.** A party (the “**Indemnified Party**”) seeking indemnification or defense shall give prompt notice to the other party (the “**Indemnifying Party**”) upon learning of any Claim. If the Indemnified Party does not promptly notify the Indemnifying Party of the Claim, the Indemnifying Party will be relieved of its indemnification and defense obligations with respect to the Claim to the extent the Indemnifying Party was prejudiced by that failure. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the indemnified Claim and shall reasonably cooperate with the Indemnifying Party. After the Indemnifying Party assumes the defense of the indemnified Claim, the Indemnified Party will bear the expenses of any additional counsel retained by the Indemnified Party, and the Indemnifying Party will not be liable to such party under this agreement for any legal or other expenses subsequently incurred by such party. The Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall only settle a Claim without the written consent of the Indemnified Party if the settlement (1) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person; (2) has no effect on any other claim against the Indemnified Party; (3) provides as the claimant’s sole relief monetary damages that are paid in full by the Indemnifying Party; and (4) requires that the claimant releases the Indemnified Party from all liability alleged in the Claim.

8. **LIMITATION OF LIABILITY.** S&SC WILL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, SALES, DATA OR REPUTATION, WHETHER ARISING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. THESE EXCLUSIONS APPLY EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS INITIAL PURPOSE. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF S&SC, TOGETHER WITH ITS SUPPLIERS, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ORDER, EXCEED THE TOTAL PAYMENTS RECEIVED BY S&SC FROM CUSTOMER UNDER THE ORDER, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES.

9. **Force Majeure.** S&SC shall not be liable to Customer, nor be deemed to have breached this agreement or the Order, for any failure or delay in fulfilling or performing any term of this agreement when and to the extent such failure or delay is caused by or results from any event or circumstance, whether or not foreseeable, beyond the reasonable control of S&SC.

10. **Third Party Beneficiary.** Raymond is an intended third party beneficiary of this agreement, and shall be entitled to directly enforce and rely upon, each provision of this agreement that confers a right or remedy in its favor.

11. **Assignability.** Except with S&SC’s prior written consent, Customer shall not assign its interest in, or delegate any of its duties under, this agreement. Any unauthorized assignment or delegation will be null, void and of no force or effect and will constitute a material breach of this agreement.

12. **Governing Law.** The laws of the State of New York govern the validity, interpretation and performance of this agreement as well as all adversarial proceedings arising out of this agreement, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of New York. If either party brings against the other party any proceeding arising out of this agreement, that party shall bring that proceeding only in a state court located in Chenango County, New York or a federal court located in the Northern District of New York. The application of the United Nations Conventions on Contracts for the International Sale of Goods is excluded.

13. **Notice.** All notices, consents, communications or transmittals under this agreement will be in writing and will be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within two business days if mailed as certified or registered mail with return receipt, postage prepaid addressed to the party to whom notice is given at the address the party provided in the Order.

14. **Entire Agreement; Waivers.** This agreement, together with the Order and, if applicable, the DPA, contains the entire agreement between the parties and supersedes and cancels all prior agreements, whether oral or written, regarding the relating to the subject matter herein. There are no understandings, inducements, commitments, conditions, representations or warranties, whether direct, indirect, collateral, express or implied, oral or written, from either party to the other, other than as contained in this agreement. No waiver or satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

15. **Independent Contractors.** The parties are independent contractors only and are not partners, master/servant, principal/agent or involved as parties to any other similar legal relationship with respect to the transactions contemplated under the Order, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability exists or will exist between the parties under this agreement or otherwise at law.

16. **Severability.** If a dispute between the parties arises out of this agreement or the subject matter of this agreement, the parties desire that the court interpret this agreement as follows: (a) with respect to any provision that the court holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and (b) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written; and (c) if modifying or disregarding the unenforceable provision would result in a failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

17. **Publicity.** S&SC and Raymond may identify Customer as a customer for any marketing or advertising purposes.

18. **Right to Audit.** Customer shall, whenever requested, promptly advise S&SC and its representatives of the exact location of Equipment. Upon no less than 30 days written notice, S&SC and its representatives may audit Customer’s use of the Product to verify Customer’s compliance with this agreement. Customer shall cooperate with S&SC’s audit and provide reasonable assistance and access to information and its facilities. Audits will be conducted during normal business hours and in such a manner as to not unreasonably interfere with or disrupt Customer’s normal business operations. Notwithstanding the

foregoing three sentences, S&SC and its service providers shall have the right, at any time, on one or more occasions and with no prior notice, to audit Customer's use of the Cloud Services to verify Customer's compliance with this agreement. If any audit reveals any noncompliance with the terms of this agreement, Customer shall promptly correct any noncompliance.

EXHIBIT 1

Support Services

1. **Help Desk.** A help desk for Product support issues (the “**Help Desk**”) will be available to Customer. Unless specified in an Order, Customer should contact 800.365.7865 to receive a telephone number for the applicable supporting Solutions & Support Center. Customer will appoint one Product administrator and one backup administrator to serve as the primary point of contact regarding maintenance services.

2. **Issue Resolution.**

(a) S&SC addresses incidents based on the severity of the incident. S&SC shall use reasonable efforts to respond to Customer within the timeframes specified herein. S&SC shall consider Customer input when assigning a severity level to individual incidents.

(b) S&SC incident severity levels are defined as follows:

(1) **Severity 1** - Error renders the Product inoperable. The Product cannot be used and no usable work-around exists. The resulting situation is critical to the operation of Customer’s business and the situation is an emergency. For Severity 1 errors, S&SC telephonic response time is 60 minutes from receipt of Customer’s initial call. S&SC shall promptly commence corrective action but actual repair time will depend on the scope of effort required to correct, test and release the fix.

(2) **Severity 2** - A Product function cannot be used or significantly affects Customer operations, but a usable work-around exists. Resulting situation has some material and adverse impact on operation of Customer’s business and the work-around allows Customer’s business to continue with restrictions. For Severity 2 errors, S&SC telephonic response time will be four hours from the receipt of Customer’s initial call. S&SC shall take corrective action and a fix will be delivered in a scheduled timeline depending on the scope of effort required to correct, test and release the fix.

(3) **Severity 3** - The Product causes Customer minimal impact to its business operations, yet is desirable to resolve the failure because of restrictions to operations or usability issues to Customer personnel. For Severity 3 errors, S&SC telephonic response time shall be one business day from receipt of Customer’s initial call. S&SC may take corrective action as necessary and, if applicable, a fix will be scheduled on a priority basis for a further release of the Software at S&SC’s sole discretion.

(c) Problem resolution will depend on Customer’s maintaining its responsibilities set forth herein. Whenever a call is placed by Customer to S&SC for support, Customer shall provide the following information:

- (1) Customer contact name, identification number, e-mail address, and telephone and fax numbers (including area code);
- (2) Detailed information about the nature and location of the incident;
- (3) Any error messages associated with the incident and the events leading up to incident; and
- (4) Detailed description of the incident, including tentative severity.

(d) Any additional services that Customer requests and S&SC agrees to perform will be billed on a time and materials basis subject to S&SC’s then- current applicable rates, with a one hour minimum charge for services provided from S&SC’s offices and an eight hour minimum charge for services performed at Customer’s site. Associated actual and reasonable expenses include travel, lodging and project expenses incurred in the performance of the additional services.

EXHIBIT 2

Service Levels

(a) The Cloud Services will achieve a monthly uptime percentage of at least 99.7% (the “**Service Level**”), where uptime is calculated as the total number of minutes in a calendar month minus the number of minutes of unavailability suffered in that calendar month, as such unavailability is limited in subsection (b), divided by the total number of minutes in the calendar month. If the Service Level is not met during any calendar month, then Customer, as its exclusive remedy, may, upon written request to S&SC in accordance with subsection (c) (a “**Service Level Claim**”), request a service credit calculated as follows:

Service Level	Service Credit
99.7% Cloud Service availability as averaged over a calendar month	5% monthly fees attributable to the Cloud Service during the affected calendar month

Upon approval of Customer’s Service Level Claim, S&SC shall provide the service credit on a future amount owing from Customer. All Service Level Claims are subject to review and verification by Raymond. All service credits will be based on Raymond’s or its sub-processor’s measurement of its performance and will be final.

(b) A Cloud Service will not be considered unavailable, even if the Cloud Service is not actually accessible to an individual user or equipment, if such inaccessibility is due to: (1) Scheduled or emergency maintenance; (2) Customer’s Internet or cellular connectivity; (3) Internet traffic outages, delays or problems not under S&SC’s, Raymond’s or Raymond’s sub-processor’s reasonable control; (4) Customer’s failure to meet minimum hardware or software requirements set forth in this agreement or the Product specifications; (5) hardware, software or services not provided by or on behalf of S&SC; (6) issues with Customer’s network infrastructure; (7) Denial of Service (“**DoS**”) or Distributed DoS attacks; or (8) any acts or omissions of the Customer, its representatives, contractors or subcontractors, other than the acts or omissions of S&SC or its representatives, or any use or user of the service authorized thereby.

(c) Customer shall submit all Service Level Claims within 30 days of the end of the month during which S&SC did not meet the Service Level and provide the following information:

- (1) Customer name and locations affected;
- (2) Name, email address and telephone number of a Customer designated contact; and
- (3) Date, time and description of the downtime.

EXHIBIT 3

Raymond GATEWAY Cloud Service Security Standards

1. Service-Level Security.

(a) At the service level, Raymond uses a defense-in-depth strategy that protects data through multiple layers of security (physical, logical and data). A defense-in-depth strategy ensures that security controls are present at various layers of the service and that, should any one area fail, there are compensating controls. The strategy also includes tactics to detect, prevent, and mitigate security breaches. This involves regular improvements to service-level security features, including, but not limited to:

- (1) Port scanning and remediation
- (2) Perimeter vulnerability scanning
- (3) Operating system security patching
- (4) Network-level distributed denial-of-service (DDoS) detection and prevention

(b) Preventing breaches involves deleting unnecessary accounts when an employee leaves, changes groups, or does not use the account prior to its expiration. When commercially reasonable, human intervention is replaced by an automated, tool-based process.

(c) Raymond continues to invest in systems automation that helps identify abnormal and suspicious behavior and respond quickly to mitigate security risk. Raymond is also evolving an effective system of patch deployment that generates and deploys solutions to problems identified by the monitoring systems. Raymond conducts penetration tests to enable regular improvement of incident response procedures. These internal tests help Raymond security experts create a methodical, repeatable, and optimized response process and automation.

2. **Physical Layer – Facility.** Raymond's datacenter has redundant power lines with redundant UPSs, generators, environmental systems, redundant, diverse network connections, online and offsite daily backups of data and a fully configured disaster recovery site with 48 hour RPO and 48 hour recovery time objective (RTO) timeframes. Datacenter access is restricted 24 hours a day by job function—with access given to essential personnel. Physical access control uses multiple authentication and security processes, including badges, on-premises security officers, and continuous video surveillance. The datacenters are monitored using motion sensors, video surveillance, and security breach alarms. In case of a natural disaster, security also includes automated fire prevention and extinguishing systems. Raymond's obsolete storage media disposal process for hard drives and tape media leaving Raymond facilities is accomplished by physically drilling the media onsite. This goes beyond the "purge" requirement for these types of media defined by the NIST SP 800-88 document. For hard drives that are going to be repurposed, Raymond purges that media using over three passes of random overwrites, which conforms to the DoD 5220.22-M wipe standard.

3. **Physical Layer – Network.** Perimeter protection is implemented through the use of controlled devices at the network edge and on points throughout the network. The overarching principle of Raymond's network security is to allow only connections and communications that are necessary to allow systems to operate, blocking other ports, protocols and connections. Access control lists (ACLs) implemented in the form of tiered ACLs on routers, firewall rules and host based firewall rules are implemented in the network with restrictions on network communication, protocols, and port numbers. Raymond uses edge router security for monitoring at the network layer. Networks within Raymond's datacenter are further segmented to provide physical separation of critical back-end servers and storage devices from the public-facing interfaces. Raymond retains system logs for auditing and review.

4. **Logical Layer.** The logical layer of security involves many controls and processes implemented to secure the host machines, applications running on those hosts and from administrators that may perform any work on those host machines and applications.

5. **Anti-malware, Patching, and Configuration Management.** The use of anti-malware software is a principal mechanism for protection of Customer assets from malicious software. The software detects and prevents the introduction of computer viruses and worms into the systems. Anti-malware software provides both preventive and detective control over malicious software. Changes, such as updates, hotfixes, and patches made to the production environment, follow the same standard change management process. Patches are implemented within the time frame specified by the issuing company. Changes are both reviewed and evaluated by Raymond teams for applicability, risk, and resource assignment prior to being implemented.

6. Protection from Security Threats.

(a) Threat management strategy is a composite of identifying a potential threats intent, capability, and probability of successful exploitation of a vulnerability. The controls used to safe guard against such exploitations are founded upon industry-accepted security standards. The overall cyber threat landscape has evolved from traditional opportunistic threats to also include persistent and determined adversaries. Raymond provides Security Awareness training to all Raymond employees to address the evolving technical and non-technical security threats. Training provides current and relevant content for key threats such as phishing, use of privileged access and social engineering. This training is conducted annually and is mandatory for all Raymond employees.

(b) Raymond regularly improves its built-in security features. These include port scanning and remediation, perimeter vulnerability scanning, operating system patches, DDoS detection and prevention and live site penetration testing.

(c) Raymond's system and security alerts are harvested and correlated via an internal analysis system. The signals analyze alerts that are internal to the system as well as external signals.

(d) Raymond maintains a diligent incident response process, standard operating procedures in case of an incident, ability to deny or stop access to sensitive data and identification tools to promptly identify involved parties helps ensure that the mitigation is successful.

7. **Advanced Threat Protection**. Raymond employs an email filtering service that provides additional protection against specific types of advanced threats and a robust and layered anti-virus protection powered with three different engines against known malware and viruses.

8. **Verification**. Raymond has operationalized security into a process that can quickly adapt to security trends and industry-specific needs. Raymond engages in regular risk management reviews, and it develops and maintains a security control framework that meets the latest standards. Internal reviews are performed on a regular basis. Businesses today need productivity services that help users get more done while maintaining security in the face of ever-evolving threats. Raymond's platform incorporates security at every level, from application development to physical datacenters to end-user access.