

MORAE TERMS OF SERVICE

This Morae Terms of Service (the “**Terms**”) is a legal agreement between Morae Global Corporation and its Affiliates (“**Morae**”) and any entity or person who contracts with Morae for the provision of Services or Software. The Terms describes terms and conditions that apply to the Services and Software in tandem with the Morae Master Services Agreement and any applicable Statement of Work (collectively, “**MSA**”). Where not defined in the Terms, the capitalized terms used herein shall have the meaning assigned to them in the MSA.

1. DEFINITIONS.

- a. **Affiliate** means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity at any time during the Term (as defined in the MSA). For the purpose of definition only, “control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company.
- b. **Agreement IP** means any discovery, development, method, improvement, advance or technology, whether patentable or not, arising out of the performance of the Services hereunder by Morae and embodied in any Work Product.
- c. **Business Days** means any day except any Saturday, any Sunday, and any day which is a federal legal holiday in country where Services and/or Software is being provided.
- d. **Client Material** means a software, data, calculations, algorithm, methods, information and other materials supplied by the Client to Morae for the purpose of the Services provided under the MSA.
- e. **Client Pre-Existing IP** means Client-provided information, Client Materials and technology.
- f. **Confidential Information** means non-public information or materials provided by one Party (including its Affiliates and subsidiaries) (“**Disclosing Party**”) to the other Party (including its Affiliates and subsidiaries) (“**Receiving Party**”) which is either (i) designated as “confidential information” by the Disclosing Party; (ii) clearly confidential from its nature; (iii) in the absence of the designation ‘confidential’ would be regarded as confidential by reasonable person; (iv) information howsoever relating to any client or customer of either Party; and (v) all information extracted or derived from the information identified in (i) to (v). Confidential Information includes, without limitation, Work Product, Morae IP, Client Pre-Existing IP, information relating to the Disclosing Party’s pricing, margins, discounts, business, operations, finances (including without limitation unpublished financial statements and financial projections), services, customers and potential customers (including without limitation customer lists, names and representatives), suppliers and purchasing, partners, personnel (including without limitation employee lists, compensation and employee skills), research, developments, new products, inventions, ideas, know-how, methods, techniques, policies, processes, procedures, workflows, playbooks, specifications, designs, layouts, configurations, formulae, functionality, performance data, test results, software (source and object code), technology, infrastructure, information systems, trade secrets, and any other non-public information that may be designated as confidential expressly or by the circumstances in which it is provided.

MORAE TERMS OF SERVICE

- g. Documentation** means user guides, manuals and other written materials provided by the licensors of the Software.
- h. Morae Software** means the software belonging to Morae Global Corporation and its subsidiaries (and its licensors) in object code form together with any and all derivatives thereof that may be licensed by Morae to Client.
- i. Morae IP** means all Morae Software, technology (including dashboards and reports displayed using such technology), non-customized playbooks, templates, layouts, formats, processes, procedures, workflows, methodologies, know-how and any other information or materials developed or acquired by Morae (A) prior to the Effective Date of the MSA; or (B) during performance of the Services but outside of the scope of the MSA, together with all related intellectual property rights thereto.
- j. Project Expenditure** means certain costs or disbursements, including, without limitation, hotel reservations, travel expenses, travel time for billable professionals, and third-party contractor fees that Morae may incur in advance of the task commencement date for the purpose of attaining better value for money.
- k. Services** – means (where applicable), the consulting services, the maintenance services and any additional services which Morae provides to the Client from time to time under the applicable MSA.
- l. Software** means the Morae and/or Third-Party Software in object code form together with any operating systems, utilities, and/or applications that may be licensed by Morae to Client.
- m. Software License** means the license terms that govern the use of the Software licensed to the Client, if any.
- n. Third Party Software** means software that may be licensed to the Client by a third party and governed by the terms of the Software License accompanying such Third-Party Software.
- o. Work Product** means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein produced by Morae (or its Affiliates, subsidiaries, agents or subcontractors) and is specifically listed as a deliverable to the Client in a MSA. For the avoidance of doubt, Work Product shall not include Morae IP or Agreement IP.

2. ACKNOWLEDGEMENTS & REPRESENTATIONS.

- a.** Except as otherwise provided for in the MSA and Terms, Morae makes no representations, warranties or guarantees, express or implied, as to the results or effects that may be obtained by the Client as a result of the use or implementation of any Services, advice or other Services provided by Morae.
- b.** The Client shall not delete or in any manner alter the intellectual property rights notices of Morae or its licensors or suppliers. Morae accepts no liability or responsibility for the use

MORAE TERMS OF SERVICE

made of the Software by the Clients for any purpose other than in accordance with the MSA.

- c. Client acknowledges that Morae is not engaged in the practice of law and is not providing legal advice to the Client. If the Client requests that attorneys placed with the Client provide legal services under the MSA, such legal services will be provided at the direction and under the supervision of the Client's designated and responsible attorney (internal or external). Except as otherwise set forth in these Terms or the MSA, Morae makes no representations, warranties or guarantees, express or implied, as to the results or effects that may be obtained by the Client as a result of the use or implementation of any Work Product, advice or other Services provided by Morae.
- d. Each Party shall comply with all applicable federal, state, and local laws, rules and/or regulations, while fulfilling its obligations under the MSA.
- e. In performing its obligations under the MSA, Morae shall: (a) comply with all applicable laws, statutes, regulations in force from time to time including but not limited to the UK Modern Slavery Act 2015; and (b) take reasonable steps to ensure that there is no modern slavery or human trafficking in Morae's supply chains or in any part of its business.
- f. Morae maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- g. The Client acknowledges and agrees that the employees and contractors of Morae who perform the Services are a valuable asset to Morae and are difficult to replace. Accordingly, during the term of the MSA and for a period of twelve (12) months thereafter, neither the Client nor its Affiliates or subsidiaries shall employ or solicit, whether directly or indirectly, any Morae employees or contractors (including the employees and contractors of Morae's Affiliates and subsidiaries) without the prior written consent of Morae. Notwithstanding the foregoing, this clause will not restrict the Client (or its Affiliates or subsidiaries) from employing Morae employees or contractors who apply unsolicited in response to a general advertisement or other general recruitment campaign not aimed at Morae employees or contractors, or with the written agreement of Morae.
- h. Client hereby authorizes Morae to use Client's name or trademarks in advertising, publicity, or other promotional materials.

3. TERM & TERMINATION.

- a. The MSA may be terminated by either Party if (a) the other Party is in material breach of these Terms or any MSA, and the breaching Party has not cured such material breach within thirty (30) Business Days of written notice by the non-breaching Party setting forth the material breach in question, or if (b) the other Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of creditors, (iii) files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or (iv) becomes subject to any proceeding under any bankruptcy or insolvency law, or is liquidated, voluntarily or otherwise.
- b. Upon expiration or termination of the MSA: (i) the Client shall pay Morae for Services performed incurred up to the effective date of termination or expiry, and any unrecoverable third party costs (including Third Party Software license fees). For avoidance of any doubt,

MORAE TERMS OF SERVICE

in the event the MSA may provide for fees and Project Expenditure based other than on an hourly basis, fees incurred to date shall be deemed earned, and shall be due and payable on termination of the MSA by the Client without cause. For purposes of the Agreement, “cause” shall mean a material breach by Morae of its duties under these Terms or the MSA, which breach is not cured within thirty (30) Business Days after written notice thereof from the Client; (ii) Morae shall deliver to the Client all Work Product for which the Client has paid; (iii) Morae shall provide reasonable cooperation and assistance to the Client, upon the Client’s written request and at the Client’s sole expense, in transitioning the Services to the Client or an alternate service provider; and (iv) each Party shall return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party’s Confidential Information and (v) certify in writing to the other Party that it has complied with the requirements of this clause, if requested by the other Party.

- c. Termination of the MSA shall not affect the rights and obligations of the Parties, which shall have accrued prior to termination, including, without limitation, each Party’s respective obligations and liabilities arising from or incidental to work performed or Services rendered hereunder prior to the time the MSA is terminated, and the confidentiality obligations set forth in these Terms and the MSA. All provisions of these Terms and the MSA, which are expressly or by implication to come into or continue in force and effect after the termination of the MSA, shall remain in effect and be enforceable following such termination.

4. FEES & EXPENES.

- a. In consideration of the Services provided to the Client by Morae, the Client will pay Morae in the manner and amounts as set forth in the MSA. Morae reserves the right to change the hourly rates used to calculate its fees upon prior written notice to the Client.
- b. If the Client cancels or postpones a task at any time prior to its commencement date, the Client will reimburse Morae for any unrecoverable Project Expenditure it incurs. The Client will reimburse Morae for all Project Expenditure incurred by Morae in connection with the performance of the Services. All such Expenses shall be billed at cost.
- c. Where the Client cancels or postpones a task, they are accepting that this may delay the project and could result in additional fees.
- d. All invoices will be payable as set forth in the MSA. Unless otherwise specified in the MSA, the Client shall pay each invoice at the times and in the amounts specified in the MSA no later than thirty (30) days from the date of such invoice.
- e. Invoices not paid by their due date shall be subject to interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month. The Client shall reimburse Morae for the costs of collection of any overdue amount owed by the Client to Morae, including, without limitation, reasonable attorneys’ and accountants’ fees and interest on such amounts as allowed by applicable law. Morae shall have the right to immediately suspend any on-going work until such time as the Client pays all outstanding undisputed amounts. If the Client disputes an invoice in good faith, the Client shall pay all undisputed amounts

MORAE TERMS OF SERVICE

in accordance with the MSA and notify Morae of the details of the disputed items in writing and use best efforts to resolve the disputed items. Any dispute with respect to an invoice shall be resolved as per the dispute resolution procedure set out in these Terms.

- f. The amounts owed under the MSA are exclusive of any taxes, unless specified on the invoice as tax inclusive. The Client shall pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under the MSA and that Morae is permitted to collect from the Client. The Client shall be responsible for any applicable taxes that it is legally obligated to pay. Morae shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits or taxes on its property ownership. If any taxes are required to be withheld on payments to Morae, the Client may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, subject to the Client promptly provides Morae an official receipt for those withholdings and other documents reasonably requested. The Client will ensure that any taxes withheld are minimized to the extent possible under applicable law.
- g. The Client may not exercise any right of set off, abatement, counterclaim, retention, deduction or any other withholding against amounts invoiced by Morae.

5. WARRANTY.

- a. In relation to Services, Morae warrants that:

 - i. it will perform the Services (a) in accordance with the terms and conditions of these Terms and the MSA; (b) using personnel of industry standard skill, experience and qualifications; and (c) in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.
 - ii. it will, and will ensure that its personnel will, comply with all laws, enactments, orders, regulations, standards and other similar instruments applicable to the provision of the Services; and
 - iii. it will not and will ensure that its personnel will not knowingly, whether through providing the Services or otherwise, introduce any malware, viruses, trojan horses, worms, software bombs or similar items into the Client's system.
- b. Where applicable, in relation to the Morae Software, Morae warrants that:

 - i. it has the right to enter into the MSA and to grant to the Customer a licence to use the Morae Software as contemplated by the MSA;
 - ii. the Morae Software will conform in all material respects to the Documentation;

MORAE TERMS OF SERVICE

- iii. the media on which the Morae Software is delivered under this licence will be free from material defects;
 - iv. it has used reasonable commercial endeavours not to introduce viruses and other malicious code into the Morae Software; and
 - v. where it has used any open-source software or any libraries or code licensed from time to time under the general public licence or anything similar in, or in the development of, the Morae Software, such open-source software is permitted to be used for commercial purposes.
- c. Morae will use commercially reasonable efforts to promptly cure any such breach; provided, that if Morae cannot cure such breach within a reasonable time (but no more than thirty (30) Business Days) after the Client's written notice of such breach, the Client may terminate the MSA by providing Morae with a written notice within thirty (30) Business Days after delivery of such Service to the Client.
- d. In the event Morae provides Services in connection with Third Party Software and/or hardware, Morae shall, to the extent reasonably possible and permissible, pass-through to Client all available warranties and provide all available applicable original equipment manufacturer and additional warranties for third party software and/or hardware used to provide the Services.
- e. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MORAE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICES AND SOFTWARE PROVIDED HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE, REGARDING ANY OF THE SERVICES PROVIDED HEREUNDER.

6. DISPUTE RESOLUTION.

- a. Escalation. Any dispute arising out of or in connection with these Terms and/or the MSA will in first instance be referred to the Parties' project managers or as required for discussion and resolution at or by next progress meeting or at an earliest date if so requested by either Party. If the dispute is not resolved at that meeting, the dispute will be referred to the second management level who must meet within twenty (20) Business Days of the reference to attempt to resolve the dispute. In the event the dispute is not resolved at that meeting, the escalation will continue with the same maximum time interval up to the third management level. If the unresolved dispute is having a material effect on the delivery of the Services, the Parties will use their respective best endeavors to reduce the elapsed time in reaching a resolution of the dispute. The levels of escalation are:
- i. Second Management Level: Director (or equivalent)
 - ii. Third Management Level: Managing Director (or equivalent)

MORAE TERMS OF SERVICE

If any of the above is unable to attend a meeting, a substitute may attend, provided that such substitute has at least the same seniority and is authorized to settle the unresolved dispute.

- b. Format of Negotiation. Each Party will use reasonable endeavors to reach a negotiation resolution through the above dispute resolution procedure. The specific format for the dispute resolution procedure is left to the reasonable discretion of the relevant management level, but may include the preparation and submission of statement of fact or of position.
 - c. No restriction. Nothing in these Terms will restrict, at any time while the dispute resolution procedure is in progress or before or after they are invoked, either Party's freedom to commence legal proceedings to preserve any legal right or remedy or to protect any intellectual property rights or trade secret rights.
 - d. Equitable Relief. Each Party recognizes that any breach or threatened breach of these Terms and/or MSA may cause the other Party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedy available to the other Party, each Party acknowledges and agrees that the other Party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 7. **INSURANCE.** Morae will maintain, with responsible and reputable insurers, insurance with respect to its properties and business, in such amounts and covering such risks, as is carried generally in accordance with sound business practice by companies in similar businesses in the same localities in which Morae is situated.
- 8. **INDEMNIFICATION.**
 - a. With respect to Work Product and/or Morae Software provided by Morae under the Agreement, Morae will indemnify the Client for any action or related claim that the normal use of the Work Product and/or Morae Software infringes the intellectual property right of a third party ("**Work Product Infringement**").
 - i. Replacing Infringing Item. Morae will have the right to replace or change all or any part of a Work Product and/or Morae Software which is held to infringe the right of a third party to avoid Work Product Infringement, provided such replacement or change does not materially adversely affect the Work Product and/or Morae Software. Morae will not have any liability to the Client to the extent that any infringement is based on (A) Client's use of the Work Product and/or Morae Software in combination with equipment or software not supplied by Morae under the MSA where infringement would not otherwise have occurred; and/or (B) Client not complying with the terms of third party license agreements; and/or (C) failure by the Client to install or, use of the replacement or part replacement of the Work Product and/or Morae Software provided by Morae to avoid an actual or potential infringement; and/or (D) the Client's use of the Work Product and/or Morae Software in an application or for a purpose or in an environment for which such Work Product and/or Morae Software was not designed for or its use permitted.
 - ii. Discontinued Use. In the event a Work Product and/or Morae Software infringement is held to exist, where Morae feels that it is unable to obtain on a

MORAE TERMS OF SERVICE

reasonable basis the right for the Client to continue to use that part of Work Product and/or Morae Software which is held to infringe the rights of a third party and Morae feels that it is unable to provide a replacement part of the Work Product and/or Morae Software concerned, Morae reserves the right to discontinue the Client's use of such Work Product and/or Morae Software and instead refund to the Client such part of the Fees as relates to the part of Work Product and/or Morae Software concerned.

- iii. Subject to these Terms, this Section 8 states the entire liability of Morae to the Client with respect to the infringement or alleged infringement of intellectual property right of any third party.
- b. In the event the Client Pre-Existing IP, Client Material or any information provided by the Client to Morae results in Morae infringing the intellectual property right of a third party, the Client will indemnify Morae for any and all action or related third party claims resulting from such infringement.
- c. Each Party shall indemnify, defend and hold harmless the other Party, its affiliates and subsidiaries and their respective shareholders, officers, directors, employees, agents, contractors, successors and assigns from and against all losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, and costs or expenses, including reasonable attorneys' fees, arising out of or resulting from any third-party claim, suit, action or proceeding arising out of or resulting from bodily injury, death of any person, or damage to real or personal property resulting from the willful, fraudulent or negligent acts or omissions of a Party.

With respect to each indemnifiable claim, the indemnifying party shall indemnify and hold harmless the indemnified party from and against any and all damages, judgments, awards, expenses, and costs that are awarded and payable to the third party by a court of competent jurisdiction or that are payable pursuant to a settlement made by indemnifying party. The indemnified party shall give indemnifying party prompt written notice of any indemnifiable claim. Such notice shall not diminish indemnifying party's indemnity obligations hereunder unless and only to the extent that indemnifying party is materially and adversely affected by the indemnified party's failure or delay in giving notice. Indemnifying party shall control the defense or settlement of any indemnifiable claim. The indemnified party shall reasonably cooperate (at indemnifying party's expense) with indemnifying party in the defense of such claim. Any settlement by indemnifying party must be approved by the indemnified party, with such approval not to be unreasonably withheld (except that any settlement requiring the indemnified party to make any admission of liability shall be subject to the Indemnified Party's approval in its sole discretion).

9. CONFIDENTIALITY.

- a. The obligations of confidentiality and limited use contained in these Terms will not apply to Confidential Information which: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of Receiving Party; (ii) Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure to Receiving Party by the Disclosing Party; (iii) is independently developed by Receiving Party without the use of any Confidential Information; or (iv) Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it to Receiving Party without limitation.

MORAE TERMS OF SERVICE

- b. Receiving Party shall keep the Confidential Information strictly confidential and shall not use the Confidential Information for any purpose other than for the purposes of fulfilling its obligations hereunder, or disclose such Confidential Information to any person or entity, except to its employees, contractors, agents and professional advisors (which includes attorneys, accountants, auditors, and insurance professionals) having a "need to know" (and, for non-employees, who are themselves bound by equally restrictive written non-disclosure restrictions), and to such other recipients as Disclosing Party may approve in writing.
- c. If Receiving Party is requested to disclose all or any part of any of the Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction, by a judicial or administrative agency or legislative body or committee, or in a proceeding before any such court, body, or committee, Receiving Party shall (to the extent permitted by applicable law): (i) immediately notify Disclosing Party of the existence, terms, and circumstances surrounding such request; (ii) consult with Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate, at Disclosing Party's expense, with Disclosing Party on such steps Disclosing Party reasonably requests Receiving Party to take that do not otherwise violate applicable law, to attempt to prevent, limit, or protect the disclosure of such information; (iii) if disclosure of the Confidential Information is required, exercise its best efforts, at Disclosing Party's expense and in consultation with Disclosing Party, to obtain an order, stipulation, or other reliable assurance acceptable to Disclosing Party that confidential treatment will be accorded to the portion of the Confidential Information to be disclosed; and (iv) exercise its best efforts to limit disclosure to only that information required to be disclosed pursuant to the subpoena or inquiry.
- d. All Confidential Information disclosed hereunder will remain Disclosing Party's property, and nothing contained herein will be construed as implying or granting to the Receiving Party any right or license to the Confidential Information other than the limited right to use the Confidential Information to fulfill Receiving Party's obligations hereunder.
- e. The obligations of confidentiality and limited-use described herein shall be applicable to all Confidential Information received by the non-disclosing Party, regardless of format of receipt, for a period of seven (7) years from the date of receipt.

10. INDEPENDENT CONTRACTOR. For purposes of the MSA and in connection with any activity of Morae hereunder, Morae's relationship with the Client will be that of an independent contractor, and nothing in these Terms or the MSA shall be deemed to create any form of principal-agent relationship, partnership, employer-employee relationship, or joint venture between the Parties. These Terms and the MSA are not intended to and do not give any person who is not a Party to them any right to enforce any of their provisions.

11. ANTI-BRIBERY. Both Parties shall:

- a. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;
- b. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the MSA; and

MORAE TERMS OF SERVICE

- c. warrant that they have no foreign public officials as officers, employees or direct or indirect owners at the Effective Date of the MSA and agree to immediately notify the other Party if during the validity of the MSA a foreign public official becomes an officer or employee or acquires a direct or indirect interest.

12. GENERAL TERMS.

- a. In addition to any clause which by its nature and context is intended to survive termination or expiration of the MSA, clauses 3(b), 3(c), 4, 5, 8, 9, and 12 will survive termination or expiration of the MSA.
- b. The Parties agree that neither Party intends to violate any public policy, statutory or common law, rule, regulation, treaty or decision of any government agency or executive body thereof of any country or community or association of countries. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law: (i) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible; and (ii) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any provision hereof prohibited or unenforceable in any respect.
- c. No delay in exercising any right or remedy will operate as a waiver of such right or remedy or any other right or remedy. No waiver of any provision of the MSA will constitute a waiver of any other provision(s) or of the same provision on another occasion. Any waiver to be effective must be set forth in a written instrument signed by authorized representatives of each Party.
- d. The Parties will each be excused for any failure or delay in performing any of its respective obligations under the MSA, if such failure or delay is caused by an act of God or the public enemy, any accident, explosion, fire, storm, earthquake, flood, drought, peril of the sea, riot, embargo, war, or foreign, federal, state or municipal order issued by a court or other authorized official, seizure, requisition or allocation, or any other circumstance or event beyond the reasonable control of the Party relying upon such circumstance or event ("Force Majeure"); provided, however, that it notifies the other Party in writing thereof as soon as practical following the commencement of the circumstance or event and that it uses reasonable efforts to cause such event of Force Majeure to abate. The Client's payment obligation in the event of a Force Majeure event is limited to the Services provided by Morae prior to Force Majeure event. The Client will be excused from payment obligations incurred while the Force Majeure event is occurring to the extent that Morae is unable to provide the Services or any part of the Services.
- e. Should any Party prevail by a final non-appealable judgment in any judicial or arbitral action to enforce any right under these Terms or the MSA, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs.
- f. In the event of conflict between the provisions of these Terms and any MSA or Change Order, the provisions of these Terms will, to the extent of such conflict, take precedence

MORAE TERMS OF SERVICE

over conflicting or potentially conflicting terms of the MSA, unless the terms of the MSA unambiguously state that it is amending or superseding these Terms.

- g.** Except as otherwise set forth in these Terms or the MSA, neither Party may assign any of its rights or delegate any of its obligations under the MSA without the other Party's prior written consent. Any attempted assignment or delegation in violation of this clause will be null and void. Notwithstanding the foregoing, either Party may assign the MSA in connection with a sale of all or substantially all the stock or assets of such Party, including any merger or consolidation, and a substantial change in ownership or control of a Party shall not require the prior written approval of the other Party. These Terms and the MSA will inure to the benefit of and be binding upon each Party, its successors and permitted assigns. No assignment will relieve either Party of the performance of any accrued obligation that such Party may then have under these Terms or the MSA.