Model N

MASTER SUBSCRIPTION AGREEMENT

This MASTER SUBSCRIPTION AGREEMENT is entered into by and between MODEL N, INC., a Delaware corporation ("***Model N***"), and Account Name ("***Customer***") and is effective as of the later signature date below (the "***Effective Date***"). This Agreement provides for Model N's provision of and Customer's subscription to remote access and use of the Model N Subscription Service as set forth in an Order and/or related professional services as set forth in a SOW entered into by and between Customer and Model N on or after the Effective Date.

This agreement includes the following attachments, which are incorporated herein by this reference (the "***Agreement***"):

Attachment 1	SaaS Terms and Conditions
Attachment 2	Professional Services Terms and Conditions
Attachment 2	General Terms and Conditions

THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS SALES PROPOSALS, NEGOTIATIONS, AGREEMENTS AND OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER. IF THERE IS ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF CUSTOMER'S PURCHASE ORDER (OR ANY OTHER PURCHASE OR SALES DOCUMENT) AND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL. THIS AGREEMENT MAY BE MODIFIED, REPLACED OR RESCINDED ONLY IN WRITING, AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE SINGLE AGREEMENT BETWEEN THE PARTIES. FACSIMILE AND ELECTRONIC SIGNATURES SHALL HAVE THE SAME EFFECT AS ORIGINALS.

IN WITNESS WHEREOF, in consideration of the mutual promises contained herein and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Customer and Model N have caused this Agreement to be signed by their duly authorized representatives, effective as of the Effective Date.

ACCOUNT NAME	**MODEL N, INC.**
Billing Street Billing City, Billing State/Province Billing Zip/Postal Code Billing Country	777 Mariners Island Boulevard, Suite 300, San Mateo, CA 94404 USA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SAAS TERMS AND CONDITIONS

1. CERTAIN DEFINITIONS

1.1 *Affiliate*" means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where "*control*" means ownership of more than 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

1.2 "*Data Processing Addendum*" means the document located at https://www.modeln.com/modeln-data-processing-addendum/, which is hereby incorporated by reference into this Agreement in the event any Customer End User is domiciled in the European Economic Area.

1.3 "*Documentation*" means the on-line information, product descriptions, manuals and materials relating to the use of the Service made available to Customer in connection with the use of the Service.

1.4 "*End User*" mean an individual who is authorized by Customer to use the Service, regardless of whether the individual is actively using the Service at any given time.

1.5 "*Initial Term*" means the initial subscription term for the Service as set forth in the applicable Order.

1.6 "*Order*" means any mutually agreed upon order form for the purchase by Customer of a subscription to remotely access and use a Service entered into from time to time pursuant and subject to this Agreement.

1.7 "*Renewal Term*" means each additional one year subscription term for which access to and use of the Service is renewed.

1.8 "*Service*" means any Model N software-as-a-service (SaaS) or application service offering subscribed to by Customer, including updates or enhancements thereto made generally available by Model N, but excluding Third-Party Applications and Customer-specific enhancements.

1.9 "*SLA*" means the document located at https://www.modeln.com/modeln-service-level-agreement/, which is hereby incorporated by reference into this Agreement.

1.10 "*SaaS Terms*" means the terms and conditions set forth in this Attachment (SaaS Terms and Conditions).

1.11 "*Subscription Fee*" means the annual fee paid by Customer for the right to access and use the Service and receive standard support during the Term. The Subscription Fee for the Initial Term is set forth in the applicable Order.

1.12 "*Term*" means the Initial Term together with any Renewal Term applicable to each Order.

1.13 "*Third-Party Applications*" means online, web-based applications and offline software products that are procured by Customer from third parties other than Model N to interoperate with the Service.

Capitalized terms used, but not defined, in these SaaS Terms are used with the meanings ascribed to such capitalized terms elsewhere in this Agreement.

2. SAAS SERVICE

2.1 Grant of Rights Subject to these SaaS Terms, the usage rights set forth in the applicable Order and payment of the applicable subscription fee, Model N hereby grants to Customer, a limited, nonexclusive, nontransferable (except to a successor in interest as permitted under this Agreement), revocable, limited term right to remotely access and use the Service (and related Documentation) specified on the applicable Order during the Term.

2.2 Restrictions on Use.

(a) Customer shall: (i) comply with the usage rights set forth in the applicable Order; (ii) use the Service only for lawful purposes and in compliance with all applicable local, state, federal and foreign laws (including, without limitation, export laws and regulations of the United States and other applicable jurisdictions, including programs managed by the United States Department of the Treasury, Office of Foreign Asset Control (OFAC)); (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Model N promptly of any known unauthorized access or use; and (iv) retain all legends relating to the copyright, trademarks, patents, or confidentiality on all copies of the Documentation or any print of a screen display from the Service.

(b) Customer shall use the Service only for Customer's internal business purposes and shall not directly or indirectly: (i) use the Service as a service bureau, application service provider (ASP), or other service provided to third parties; (ii) license, sublicense, sell, resell or otherwise transfer or assign its rights in the Service or the Documentation to any third party nor allow any third party to access or use the Service or the Documentation (except to a successor in interest as permitted under this Agreement); (iii) attempt to gain unauthorized access to the software source code underlying the Service or to the related systems or networks supporting the Service; (iv) copy or modify the software elements of the Service, in whole or in part; (v) create derivative works based on the Service or the Documentation or any components thereof; (vi) translate, reverse engineer, de-compile, disassemble or otherwise attempt to discover for any reason any source code, underlying ideas or algorithms of the Service or Documentation; or (vii) store unlawful content.

(c) User subscriptions to the Service are for designated End Users and cannot be shared or used by more than one user per End User account but may be reassigned to new End Users replacing former End Users who no longer require access to and use of the Service.

(d) The grant of rights hereunder does not include the data of, or use by, a non-Affiliate entity. In the event Customer acquires, is acquired by, or otherwise becomes an Affiliate of another entity, Customer shall in no manner incorporate or use the Service for any of such entity's data prior to the effectiveness of an Order for such additional use.

(e) Sandbox subscriptions are for testing and development use only and not for production use.

(f) Customer is responsible for all activities conducted by its End Users, and any breach by an End User shall be deemed a breach by Customer.

2.3 Service Term. Customer's right to access and use the Service and the Documentation will commence upon the applicable Order effective date and continue for the Initial Term. Upon expiration of the Initial Term under each Order or any Renewal Term thereto, the Service applicable to such Order shall automatically renew for an additional Renewal Term unless either party gives the other written notice of non-renewal at least ninety (90) days prior to the end of the relevant Term, or unless sooner terminated in accordance with this Agreement.

2.4 Customer Data. Model N does not own any data, information, or material that Customer, its Partners, Affiliates or End Users upload or enter into to the Service in the course of using the Service, including any data Customer purchases from third parties ("*Customer Data*"). Customer must ensure timely delivery of Customer Data to Model N and retains sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Customer Data. Model N may use Customer Data solely for purposes of providing the Service, providing support and confirming Customer's compliance with the terms of these SaaS Terms.

2.5 Data Security; Data Privacy. Model N will implement and maintain appropriate technical, administrative and organizational measures designed to protect Customer Data against the accidental or unlawful distribution or accidental loss, alteration, corruption, or unauthorized disclosure or access to Customer Data ("*Security Incident*"). If Model N becomes aware of a Security Incident, Model N will notify Customer of such Security Incident as soon as reasonably practicable within 24 hours, having regard to the nature of such Security Incident. Model N is liable for Security Incidents solely to the extent Model N's failure to comply with its data security obligations under this Agreement caused the Security Incident.

2.6 Personal Data. To the extent Customer Data includes information relating to an individual (i) who can be identified from such data, (ii) who is potentially identifiable from such data either by itself or in combination with any other information, or (iii) that would otherwise be considered personally identifiable information under applicable law ("*Personal Data*"), the parties agree that the collection and control of Personal Data remain at all times with Customer as Data Controller (as defined under applicable law). Model N, as a Data Processor (as defined under applicable law), will process Personal Data exclusively and in accordance with Customer's lawful instructions. Customer instructs Model N to process Personal Data to provide the Service and respond to Customer support requests. Model N uses third-party providers of data center and hosting infrastructure ("*Subprocessors*") in connection with providing the Service and the processing of Personal Data. Customer consents to the use of Subprocessors to process Personal Data. Each party agrees to comply with its respective obligations under applicable law pertaining to Personal Data. Customer shall not use the Service to store, maintain, process or transmit social security/national identification numbers, credit and debit card numbers, driver license information or any other information that would otherwise be considered "*sensitive*" Personal Data under applicable law.

2.7 Usage Data. Model N may record anonymous information and data about how Customer and its End Users use the Service such as the number of views per page, session length, task completion, number of log-ins, and other statistical and performance information related to the provision and operation of the Service ("*Usage Data*"). Usage Data does not contain any Customer Data, Customer Confidential Information, or data that personally identifies an individual or that is business specific.

2.8 Export Control. The Service is subject to the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by OFAC. Customer agrees to comply with the EAR and OFAC regulations and all applicable international and national export and import laws. Customer shall not (i) export or re-export the Service to any destination requiring an export license or other approval under the EAR or OFAC regulations, and (ii) use the Service for any transactions with or for the benefit of any End User, entity or country subject to sanctions administered by OFAC, without first obtaining an export license or government authorization, as applicable, and Model N's prior written consent.

3. PROPRIETARY RIGHTS

3.1 Ownership. Model N retains all title, intellectual property and other ownership rights in the Service, Documentation and Usage Data. Customer retains all title, intellectual property and other ownership rights in all Customer Data and Customer Confidential Information.

3.2 No Implied Rights. There are no implied rights and all other rights not expressly granted herein are reserved. No license, right or interest in any Model N software, trademark, copyright, trade name or service mark is granted hereunder. Customer is not acquiring any right or interest in the Service or the Documentation except the right to access and use the Service and the Documentation granted pursuant to Section 2.1 (Grant of Rights). Customer shall not remove from any full or partial copies made by Customer of the Documentation any copyright or other proprietary notice contained in or on the original, as delivered to Customer.

4. LIMITED WARRANTIES AND REMEDIES

4.1 Warranty for Service. Model N warrants that the Service will substantially perform in all material respects in accordance with the Documentation, and that the Service will meet the requirements set forth in the SLA. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Model N will provide the remedy set forth in the SLA unless the breach of warranty constitutes a material

breach of the Agreement and Customer elects to terminate the Agreement.

4.2 Disclaimer. Customer assumes sole responsibility and liability for results obtained from the use of the Service and for conclusions drawn from such use. Model N shall have no liability for any claims, losses, or damage caused by errors or omissions in any information provided to Model N by Customer in connection with the Service or any actions taken by Model N at Customer's direction. Model N shall have no liability for any claims, losses or damages arising out of or in connection with Customer's or any End User's use of any third-party products, services, software or web sites that are accessed via links from within the Service.

THE WARRANTIES SPECIFIED IN THIS SECTION ARE EXCLUSIVE. MODEL N EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES REGARDING THE SERVICE AND DOCUMENTATION, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. MODEL N DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE, MEET CUSTOMER'S SPECIFIC NEEDS, PREVENT UNAUTHORIZED THIRD-PARTY ACCESS, OR THAT USE OF THE SERVICE WILL BE UNINTERRUPTED.

5. SAAS SPECIFIC LIABILITY

5.1. NOTHING IN THIS AGREEMENT LIMITS CUSTOMER'S LIABILITY FOR CUSTOMER'S BREACH OF SECTION 2.1 (GRANT OF RIGHTS) OR SECTION 2.2 (RESTRICTIONS ON USE) OF THESE SAAS TERMS.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. CERTAIN DEFINITIONS

1.1 "***Application Services***" means Model N's subscription-based, post-implementation offering, providing enhanced support for Customer's specific implementation of the Service (including support of Customer-specific enhancements) through a suite of technical and functional professional services such as testing and integration support, user and systems administration, and business process optimization.

1.2 "***Business Services***" means Model N's subscription-based outsourced support services in the areas of government and commercial contracting compliance.

1.3 "***Customer Materials***" means any samples, data, works, materials and intellectual and other property provided by Customer to Model N.

1.4 "***Customer-Owned Deliverables***" means any Deliverables that are (i) solely based upon or derived from any Customer Materials or Customer Technology; and (ii) expressly identified in a SOW as being Customer-Owned Deliverables, but in any case expressly excluding any Model N IP incorporated therein or Customer suggestions for improvements to Model N IP. Subject to the foregoing, reports based upon Customer Material that are produced pursuant to a SOW hereunder shall be deemed a Customer-Owned Deliverable.

1.5 "***Customer Technology***" means Customer technical data, computer facilities, files, documentation and other resources requested by Model N and provided by Customer for the performance of the Professional Services.

1.6 "***Deliverables***" means the deliverables set forth in a SOW.

1.7 "***Intellectual Property Rights***" means patent rights (including, without limitation, patent applications and disclosures), copyrights (including, without limitation, rights in audiovisual works and moral rights), trade secrets, trademarks, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.8 "***Model N IP***" means the software applications (including any third-party software applications therein delivered by Model N), processes, inventions, methodologies, techniques, documentation, configurations and materials of any kind (including updates, improvements, extensions, modifications and derivative works thereof), and all Intellectual Property Rights therein, owned or licensed by Model N prior to execution, or developed independently, of this Agreement or any SOW or used or delivered by Model N in connection with the performance of Professional Services hereunder, but excluding Customer-Owned Deliverables.

1.9 "***Professional Services***" means the professional consulting and technical services that are provided by Model N to Customer, including Application and Business Services, as set forth in a SOW.

1.10 "***Professional Services Terms***" mean the terms and conditions set forth in this Attachment (Professional Services Terms and Conditions).

1.11 "***SOW***" means any mutually agreed statement of work (or change order thereto) for the performance of Professional Services by Model N entered into from time to time pursuant and subject to this Agreement.

Capitalized terms used, but not defined, in these Professional Services Terms are used with the meanings ascribed to such capitalized terms elsewhere in this Agreement.

2. PROFESSIONAL SERVICES

2.1 Professional Services. Subject to the terms and conditions described herein, Model N will use commercially reasonable efforts to perform the Professional Services and will use commercially reasonable efforts to deliver the Deliverables in material conformance with the specifications and schedule set forth in the applicable SOW. The addition of requirements not outlined in any SOW or other changes in requirements require evaluation and will be treated either as change orders or as new projects, with separate pricing, quotes, and charges.

If Model N's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, (a) Model N shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay, and (b) Customer shall remain liable for any amounts due under this Agreement.

2.2 SOW Terms. Each SOW shall include (i) a description of the results to be achieved thereunder (the "***Project***"), (ii) the methodology or manner of completing the Project, (iii) the roles of Model N's personnel responsible for completion of the Project, (iv) the Deliverables to be provided, (v) a timetable for completion of the Project, (vi) Model N's estimated fee for performing the Professional Services, (vii) out-of-pocket expenses expected to be incurred by Model N and (viii) payment terms. Each SOW shall refer to and be subject to this Agreement.

2.3 Commencement of Work. Model N shall not initiate or allocate resources for the project, or incur expenses chargeable to Customer until the parties have executed a SOW.

2.4 Compliance with SOW. All Professional Services performed and all Deliverables submitted by Model N to Customer under this Agreement shall be completed in accordance with the applicable SOW. At Customer's request, Model N will provide Customer with electronic versions of Deliverables, if applicable.

2.5 Customer Responsibilities. Customer shall cooperate with Model N in the performance of the Professional Services including, providing Model N with timely access to Customer's relevant data, facilities, information, and personnel. Customer shall be solely responsible for: (a) the

performance of its employees and agents, (b) the accuracy and completeness of all Customer Data and business information provided to Model N for the performance of the Professional Services, (c) designating a competent management member to oversee the Professional Services, (d) evaluating the adequacy and results of the Professional Services and (e) establishing and maintaining internal controls.

2.6 Acceptance. All Deliverables shall be subject to review by Customer to verify that the Deliverables are satisfactory to Customer. Unless otherwise set forth in the applicable SOW, Customer will have five (5) business days after receipt of each Deliverable submitted by Model N to advise Model N in writing of acceptance or rejection of the Deliverable. If Customer does not advise Model N in writing of acceptance or rejection of a submitted Deliverable within five (5) business days, the Deliverable shall be deemed as accepted. Any rejection shall specify the nature and scope of the deficiencies in such Deliverable. Model N shall, upon receipt of such rejection, correct such deficiencies and resubmit the corrected Deliverable within five (5) business days of notification (or such longer period as may reasonably be necessary). This process will be repeated up to three (3) times with respect to a corrected Deliverable to determine whether it is acceptable to Customer. If, after three (3) such attempts, a Deliverable has not been accepted by Customer or deemed accepted, the issue shall be escalated to a steering committee with proportionate representation by Model N (or other comparable governance body) to be resolved in good faith by the members of such committee.

2.7 Independent Contractor. Model N shall render all Professional Services hereunder as an independent contractor and not as an agent of Customer. No partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. Model N shall not enter into any agreements or incur obligations on behalf of Customer without prior written consent from Customer. There are no third-party beneficiaries to this Agreement.

3. PROPRIETARY RIGHTS

3.1 Customer. Customer shall retain all rights in Customer Materials. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Model N shall have no right or license to use any Customer Materials except solely during the term of the applicable SOW to the extent necessary to perform Professional Services for Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. Customer will exclusively own all right, title and interest in and to the Customer Technology, including all Intellectual Property Rights therein, and grants Model N a limited license to use Customer Technology for the purposes of performing the Professional Services. Customer owns and will continue to own all rights, title, and interest in and to the Customer-Owned Deliverables, and Model N will and hereby does assign to Customer all right, title, and interest, including all Intellectual Property Rights, in and to such Customer-Owned Deliverables, except in each case for any Model N IP incorporated into the

Customer-Owned Deliverables, if any.

3.2 Model N. Model N owns and shall continue to own all right, title, and interest in and to the Model N IP. If and to the extent that Model N incorporates any Model N IP into any Deliverables provided hereunder, Model N hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable (except to a successor in interest as permitted under this Agreement), limited term right to use such Model N IP, solely as incorporated into the Deliverables. Customer will have no rights in any Model N IP except as expressly set forth in this Agreement.

3.3 General Expertise. Model N's ability to perform Professional Services is dependent on Model N's past experience in providing similar professional services to others, and Model N expects to continue such work in the future. Model N retains and is not conveying to Customer its methods of business or operation or expertise relating to the Professional Services that it provides.

3.4 Freedom of Action. Model N may: (i) perform, for any other party, services similar to those provided to Customer herein; (ii) assign any of its employees or subcontractors to perform such similar services; and (iii) except for Customer's Confidential Information, use for any purpose any information incidentally retained in the unaided memories of its employees who have provided Professional Services to Customer hereunder.

4. REPRESENTATIONS AND WARRANTIES

Model N represents and warrants that (i) it shall comply with all federal, state and local laws, rules, regulations and ordinances with respect to Professional Services performed hereunder; (ii) it shall perform all Professional Services in a good and workmanlike manner; (iii) there are no prior commitments with a third party that might interfere with its obligations hereunder; and (iv) it has obtained all releases, permissions and licenses necessary to perform Professional Services.

GENERAL TERMS AND CONDITIONS

1. FEES AND PAYMENTS

1.1 Subscription Fees. To the extent this Agreement includes the provision by Model N of the Service, Customer agrees to pay to Model N the Subscription Fees for the Service as set forth on the applicable Order. Model N provides the Service on a subscription basis and as such, except as otherwise set forth in this Agreement, all Subscription Fees paid or owed pursuant to an Order are non-cancellable and non-refundable for the applicable Term.

1.2 Professional Services Fees and Expenses. To the extent this Agreement includes the performance by Model N of professional services, as full compensation for Model N's Professional Services, Customer shall pay Model N for Professional Services, and for the actual cost for reasonable out-of-pocket expenses necessarily incurred in performing Professional Services, in accordance with the applicable SOW as well as any approved change orders. Except as otherwise set forth in this Agreement, all fees and expenses paid or owed pursuant to a SOW are non-refundable.

1.3 Payment Terms. Unless otherwise set forth in the applicable Order or SOW, as applicable, Subscription Fees shall be invoiced as of the beginning of the applicable Term, and for Professional Services Fees and expenses Model N shall submit an invoice on a monthly basis setting forth the Professional Services performed, time expended and expenses incurred during the applicable period with respect to each active SOW, and shall submit reasonable substantiation for such expenses; payment terms are net thirty (30) days after the date of Model N's invoice in U.S. Dollars and without deduction or setoff. Payments not received within thirty (30) days after the date of invoice shall be considered delinquent and shall be subject to interest in the amount of the lesser of 1.5% per month or the maximum amount allowed by law.

1.4 Taxes. Customer is responsible for, and must pay, any and all federal, state, local or value-added taxes applicable to Customer under this Agreement. Fees invoiced pursuant to this Agreement do not include any such taxes. Customer shall reimburse Model N for any such taxes Model N is legally required to pay for which Customer is responsible under this Agreement.

2. CONFIDENTIALITY

2.1 Confidential Information. Each party agrees that all information and material disclosed by or on behalf of the other party, including, but not limited to, software code, inventions, algorithms, business concepts, workflow, ideas, and all other business, technical and financial information they obtain from the other in connection with this Agreement is the confidential information ("*Confidential Information*") of the disclosing party. Notwithstanding the foregoing, the term "*Confidential Information*" expressly does not include information that the receiving party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (iv) was independently developed by employees or consultants of the receiving party without reference to or use of such Confidential Information.

2.2 Non-Disclosure. The receiving party shall not disclose or otherwise make available any of the Confidential Information to anyone, including employees, contractors and agents, except those employees, contractors and agents of the receiving party who need to know the Confidential Information for the purpose of performing the receiving party's obligations under this Agreement and who are bound by obligations of non-use and non-disclosure substantially similar to those set forth herein. The receiving party shall be responsible for any disclosure or use of the Confidential Information by its employees, contractors or agents.

2.3 Compelled Disclosure. The receiving party may disclose the Confidential Information to the extent required by law, court order or legal process, provided that the receiving party promptly provides to the disclosing party prior notice, if legally permissible, of such disclosure and cooperates in obtaining an order protecting the Confidential Information from public disclosure.

2.4 Use. The receiving party shall use the Confidential Information only for the purpose of performing its obligations under this Agreement and shall not use the Confidential Information for its own benefit or the benefit of another (except for the disclosing party).

2.5 Standard of Care. The receiving party shall protect the disclosing party's Confidential Information using not less than the same care with which it treats its own confidential information, but at all times shall use at least reasonable care. The receiving party shall (i) implement and maintain appropriate security measures designed to prevent unauthorized access to, or disclosure of, the disclosing party's Confidential Information, (ii) promptly notify the disclosing party of any unauthorized access or disclosure of the disclosing party's Confidential Information, and (iii) cooperate with the disclosing party in the investigation and remediation of any such unauthorized access or disclosure.

2.6 Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing party at any time the receiving party will destroy, erase or return to the disclosing party all Confidential Information of the disclosing party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof. Notwithstanding the foregoing, the receiving party may retain copies of the Confidential Information or portions thereof solely to the extent necessary to comply with its obligations hereunder and its document retention requirements.

2.7 Equitable Relief. Each party acknowledges and agrees

that due to the unique nature of the disclosing party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the disclosing party, and therefore, that upon any such breach or any threat thereof, the disclosing party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law.

2.8 Survival of Confidentiality Obligations. The provisions of this Section (Confidentiality) shall survive the termination of this Agreement for a period of two (2) years from such termination.

2.9 Confidentiality of this Agreement. The terms and conditions, but not the existence, of this Agreement, in whole or part, is Confidential Information; provided, however, that this Agreement may be disclosed as necessary in connection with a financing or change of control transaction or as otherwise required by legal process.

3. INDEMNIFICATION

3.1 Model N. Model N shall indemnify and defend Customer against and from damages, and reasonable attorneys' fees, if any, awarded by a court or agreed upon as part of a settlement, resulting from claims or suits brought against Customer by third parties arising out of an assertion that the Service, Documentation or Deliverable (other than a Customer-Owned Deliverable) infringes any U.S. copyright or patent or is a misappropriation of a trade secret under the laws of the states of the United States.

3.2 Customer. Customer shall indemnify and defend Model N against and from damages, and reasonable attorneys' fees, if any, awarded by a court or agreed upon as part of a settlement, resulting from claims or suits brought against Model N by third parties arising out of an assertion that the Customer Data, or Customer's use of the Service or Documentation in violation of this Agreement: (i) infringes the intellectual property rights of, or has otherwise harmed, such third party, including, but not limited to, claims arising out of those actions described under Exceptions directly below or (ii) violates applicable law.

3.3 Exceptions. Model N shall have no indemnification obligations under this Agreement if and to the extent that third-party claims arise from the Service or Documentation or portions or components thereof (i) procured by Customer separately from the Service, (ii) made in whole or in part in accordance with Customer-specific enhancements, (iii) that are modified after delivery by Model N, (iv) that are combined with other products, processes or materials where the alleged infringement relates to such combination, or (v) where Customer continues the allegedly infringing activity after being notified thereof and provided with modifications that would have avoided the alleged infringement.

3.4 Procedure. Neither party shall have any indemnification obligations under this Agreement unless (i) the indemnifying party is promptly notified in writing of an indemnifiable claim or suit (provided the failure to provide prompt written notice shall only relieve the indemnifying

party of its indemnification obligations to the extent it can show that its defense has been materially prejudiced), (ii) the indemnifying party has the sole control of the defense and/or settlement thereof and (iii) the party seeking indemnification furnishes to the indemnifying party, on request, information available to it for such defense. The party seeking indemnification may reasonably reject any settlement that requires an admission of wrongdoing or affirmative obligations and may elect to hire its own attorneys and participate in the defense at its own cost and expense.

3.5 Remedy. In the event that the Service, Deliverable (other than a Customer-Owned Deliverable) or Documentation is held by a court or believed by Model N to infringe, Model N shall have the option at its expense to: (i) replace or modify the Service or Documentation to be non-infringing; (ii) obtain for Customer the rights to continue using the Service or Documentation; or (iii) terminate the Service and provide a pro-rated refund of the Subscription Fee actually paid to Model N for the remaining portion of the then-current Term.

THIS SECTION STATES THE ENTIRE LIABILITY AND OBLIGATION OF MODEL N AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SERVICE, DELIVERABLES OR DOCUMENTATION.

4. LIMITATION OF LIABILITY

4.1 LIMITATION. EACH PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE TIMES (1X) THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER OR STATEMENT OF WORK GIVING RISE TO SUCH LIABILITY FOR THE TWELVE (12) MONTHS PRECEDING ANY CLAIM, EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, SUCH PARTY'S DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED TWO TIMES (2X) THE AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER OR STATEMENT OF WORK GIVING RISE TO SUCH LIABILITY FOR THE TWELVE (12) MONTHS PRECEDING ANY CLAIM.

4.2 EXCLUSIONS. THE LIMITATION SET FORTH DIRECTLY ABOVE SHALL NOT APPLY WITH RESPECT TO DAMAGES RESULTING FROM (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; (II) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (III) NONPAYMENT OF THE FEES DUE UNDER THIS AGREEMENT.

4.3 DISCLAIMER. IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING THIRD-PARTY APPLICATIONS), HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and continues for five (5) years thereafter unless terminated earlier by either party as provided herein. Thereafter, this Agreement will automatically renew for additional one (1) year periods unless terminated earlier by either party as provided herein or unless either party gives the other at least ninety (90) days' prior written notice of non-renewal. For clarity, notwithstanding any termination or non-renewal of this Agreement, this Agreement will continue to be effective until the termination or expiration of any then-active Order or SOW.

5.2 Termination for Convenience. Orders and SOWs for Application Services or Business Services are non-cancelable and non-refundable during the Term. Customer may terminate this Agreement or any Order or SOW for all other Professional Services for convenience upon thirty (30) days' prior written notice; provided, however:

5.5.1 If Customer terminates an Order, a SOW for Application Services or Business Services for convenience prior to expiration of the Term of such Order or SOW, Customer shall be liable for payment of any unpaid Subscription Fee or fixed Professional Services fee owed for the remainder of such Term;

5.5.2 If Customer terminates any other SOW for convenience prior to completion of such SOW, Customer shall be liable for payment of any unpaid Professional Services Fees due and owing for work requested by Customer and performed by Model N through the date of such termination.

5.3 Termination for Cause. Either party to this Agreement may terminate this Agreement or any Order or SOW hereunder for cause (a) immediately upon written notice to the other party if the other party materially breaches its obligations of confidentiality to the other party; or (b) upon written notice to the other party if the other party otherwise commits a material breach of this Agreement and such breach remains uncured for thirty (30) days after being notified of such breach.

5.4 Effect of Termination. Upon termination of this Agreement or any Order or SOW hereunder, all terms of access and use rights granted under the applicable Order shall automatically terminate with immediate effect. Termination of an Order or SOW shall not itself terminate

this Agreement.

(a) Model N shall: (i) immediately cease performance of Professional Services with respect to each SOW to the extent set forth in the termination notice, (ii) deliver all completed Deliverables and work-in-progress through the termination date relating to such SOW, (iii) take all reasonable steps to minimize costs relating to such termination, and (iv) promptly return Confidential Information belonging to Customer in accordance with this Agreement.

(b) Customer shall: (i) pay for any amounts payable under the applicable Order or non-cancelable SOW or with respect to any cancelable SOW, for Professional Services rendered and expenses incurred through the date of termination as follows: (1) if based on a time-and-materials fee arrangement, such payment shall reflect actual fees and expenses incurred in accordance with the applicable SOW through the termination date; or (2) if based on a fixed fee arrangement, such payment shall reflect the percentage of work completed through the termination date; and (ii) promptly return Confidential Information belonging to Model N in accordance with this Agreement.

5.5 Return of Customer Data. Promptly after Customer's written request following termination or expiration of this Agreement, Model N will make available to Customer for download or via secure media a file of Customer Data in an industry standard format (e.g. CSV, SQL). If Customer makes no such request, Model N reserves the right to remove and/or discard Customer Data without notice sixty (60) days following termination or expiration of this Agreement.

5.6 Survival. Termination of this Agreement or any Order or SOW hereunder shall not relieve either party of any obligation or liability accrued prior to the termination date. The parties' applicable obligations under this Agreement with respect to any provision that by its nature must survive termination to fulfill its essential purpose will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

6. MISCELLANEOUS

6.1 HIPAA. Model N is not acting on Customer's behalf as a Business Associate or subcontractor. Customer shall not use the Service, nor shall Model N provide Professional Services, (i) to store, maintain, process or transmit protected health information ("PHI") or (ii) in any manner that would require Model N or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). For purposes of this Section, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" shall have the meanings described in HIPAA.

6.2 Audit. Upon written request, Model N shall provide Customer with a copy of its SOC 1 Type II and SOC 2 Type II audit reports prepared by a qualified and independent third-party audit firm detailing Model N's anti-virus, anti-hacker, encryption, firewall, network and system infrastructure, security policy, data classification and

protection practices, personnel and training, physical security, logical identity and access management, security monitoring of systems, applications and infrastructure, vulnerability management practices, maintenance and change control practices, incident response procedures, business continuity, system segregation within cloud and SaaS infrastructure as well as other data security technology and general security controls, measures and practices. To the extent Customer has additional questions reviewing Model N's SOC 1 Type II and SOC 2 TYPE II reports, Customer shall have the right to meet with Model N's Data Security Manager or CISCO for a reason amount of time to get further details on any of the above-mentioned practices or procedures.

If Model N has a reasonable basis to suspect that the Service is being used by more than the number of authorized End Users or that Customer has exceeded or violated those parameters and restrictions set forth in this Agreement and the applicable Order for permitted use of the Service, Model N will have the right, on an annual basis and upon reasonable prior notice of not less than ten (10) days, to require Customer to conduct a self-audit to verify compliance. Within sixty (60) days of Model N's notice, Customer shall provide Model N with a written certification executed by a senior executive of Customer describing the steps taken in the self-audit and attesting as to the results. In the event any such audit reveals that Customer is not in material compliance with the Auditable Obligations, then Customer shall pay Model N within sixty (60) days of receipt of invoice for amounts owed attributable to Customer's unauthorized and noncompliant use.

6.3   No Assignment. Neither party may assign or transfer its rights and obligations under this Agreement without prior written approval of the other party, except that either party may, upon written notice to the other party, assign this Agreement to an Affiliate of such party or to a third party that acquires all or substantially all of its business and assets provided such third party is not a competitor of the other party (a "***Permitted Assignment***"). In the event of a Permitted Assignment by Customer, in no event shall such assignment be construed to expand the usage rights of the Service beyond those set forth under the applicable Order.

6.4   Force Majeure. Neither party will be in default by reason of any failure in performance of this Agreement lasting less than thirty (30) calendar days if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including acts of God or of the public enemy, terrorism, U.S. or foreign governmental acts in either a sovereign or contractual capacity, national referendum, fire, flood, epidemic, pandemic, or strikes.

6.5   No Waiver. Any failure by either party to detect, protest, or remedy any breach of this Agreement will not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver can only occur pursuant to the prior written express permission of an authorized

officer of the other party.

6.6   Notices. Any notices required or permitted under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be sent by recognized national or international overnight courier, confirmed facsimile transmission (provided that a copy is provided via confirmed electronic mail, registered mail or certified mail), confirmed electronic mail as an attachment, or registered or certified mail, postage prepaid, return receipt requested, or delivered by hand to the address as set forth on the first page of this Agreement and directed to the attention of the General Counsel. Notices under this Agreement shall be deemed to be duly given: (a) when delivered by hand; (b) upon confirmed electronic mail transmission; (c) two days after deposit with a recognized national or international courier; or (d) on the delivery date indicated in the return receipt for registered or certified mail.

6.7   Severability. If any provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction or a panel of arbitrators, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

6.8   Publicity. Within ninety (90) days of the Order Effective Date, Model N may, at its discretion, issue a press release announcing the use of the Service by Customer. In addition, during the term of this Agreement each party may include the other's name in its customer or vendor lists in accordance with the other's standard guidelines.

6.9   Non-Solicitation of Personnel. During the term of this Agreement, and for a period of one (1) year thereafter, neither party will directly (or indirectly through an agency or third-party recruiter or search firm) solicit the employees of the other party without the prior written consent of such other party; provided, however, this Section shall not prohibit either party from hiring any person who responds to a general advertisement, including job postings in trade publications, periodicals, internet websites, or efforts not specifically directed at employees of the other party.

6.10   Remedy. Unless otherwise set forth in this Agreement, any breach of this Agreement is subject to a cure period of thirty (30) days after notification of such breach.

6.11   Governing Law. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of California without regard to conflict of laws principles thereof and without regard to the U.N. Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of California.

6.12   Arbitration. Any and all disputes, claims or causes of action, including claims arising out of or related to the parties' negotiations and inducements to enter into this Agreement, enforcement, breach, performance or

interpretation of this Agreement will be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association, or its successors, under its then-current commercial arbitration rules and procedures. **Both parties acknowledge that by agreeing to arbitration, they waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** Nothing in this Agreement is intended to prevent either party from seeking injunctive relief to prevent irreparable harm pending the conclusion of any such arbitration. Each party will bear its own expenses and will share equally the costs of the arbitration; provided, however, that the arbitrator(s) may award costs and fees to the prevailing party. This Agreement is subject to the operation of the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.