

## **Roots Softwares Cloud Services Agreement CSA MEA 0820**

This Cloud Services Agreement (this “Agreement”) is between Roots Softwares INC – Delaware or one of its fully owned subsidiaries “Roots Softwares” and Your Organization referenced in your individual order forms.

This Agreement sets forth the terms and conditions that govern orders placed by You for Services and Products of Roots Softwares under this Agreement.

### **1. AGREEMENT DEFINITIONS**

1.1. “Ancillary Program” means any software agent or tool owned or licensed by ROOTS SOFTWARES that ROOTS SOFTWARES makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term “Ancillary Program” does not include Separately Licensed Third Party Technology.

1.2. “Auto Renew” or “Auto Renewal” is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

1.3. “Cloud Services” means, collectively, the ROOTS SOFTWARES cloud services (e.g., ROOTS SOFTWARES’ software as a service offerings and related ROOTS SOFTWARES Programs) listed in Your order and defined in the Service Specifications. The term “Cloud Services” does not include Professional Services.

1.4. “Data Center Region” refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.

1.5. “ROOTS SOFTWARES Programs” refers to the software products owned or licensed by ROOTS SOFTWARES to which ROOTS SOFTWARES grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term “ROOTS SOFTWARES Programs” does not include Separately Licensed Third Party Technology.

1.6. “Professional Services” means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by ROOTS SOFTWARES to You under the order. The term “Professional Services” does not include Cloud Services.

1.7. “Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

1.8. “Services” means, collectively, both the Cloud Services and Professional Services that You have ordered.

1.9. “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by ROOTS SOFTWARES to which ROOTS SOFTWARES grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, ROOTS SOFTWARES

Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.

1.10. "Services Period" refers to the period of time for which You ordered Cloud Services as specified in Your order.

1.11. "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of ROOTS SOFTWARES and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.

1.12. "Users" means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order.

1.13. "You" and "Your" refers to the individual or entity that has executed this Agreement.

1.14. "Your Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.

2. TERM OF AGREEMENT This Agreement is valid for 3 year from date of signing the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users) and for any Cloud Services options offered to you by Roots Softwares.

### 3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by ROOTS SOFTWARES and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the ROOTS SOFTWARES Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable ROOTS SOFTWARES to provide You and Your Users with the Services, You grant ROOTS SOFTWARES the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which ROOTS SOFTWARES provides

You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that ROOTS SOFTWARES may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperability of such third party programs with the Services. ROOTS SOFTWARES will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), you acknowledge that ROOTS SOFTWARES has no delivery obligation for ROOTS SOFTWARES Programs and will not ship copies of such programs to You as part of the Services.

#### 4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. ROOTS SOFTWARES or its licensors retain all ownership and intellectual property rights to the Services, including ROOTS SOFTWARES Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of ROOTS SOFTWARES under this Agreement.

4.2 You may not, or cause or permit others to:

a) remove or modify any program markings or any notice of ROOTS SOFTWARES's or its licensors' proprietary rights;

b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);

c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to ROOTS SOFTWARES;

d) perform or disclose any benchmark or performance tests of the Services, including the ROOTS SOFTWARES Programs, without ROOTS SOFTWARES's prior written consent;

e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure without ROOTS SOFTWARES's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and

f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, ROOTS SOFTWARES Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to You under this Agreement are also conditioned on the following:

a) except as expressly provided herein or in Your order, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and

b) You make every reasonable effort to prevent unauthorized third parties from accessing the Services.

## 5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the ROOTS SOFTWARES Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage.

5.2 ROOTS SOFTWARES may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at ROOTS SOFTWARES's discretion; however, ROOTS SOFTWARES changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, ROOTS SOFTWARES will provide production, test, and backup environments in the Data Center Region stated in Your order. ROOTS SOFTWARES and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

## 6. FEES AND TAXES

6.1 All fees payable to ROOTS SOFTWARES are due within 14 days from the invoice date (unless specified otherwise in your Order Forms &/or Proposal). Once placed, Your order is noncancelable and the sums paid non-refundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that ROOTS SOFTWARES must pay based on the Services You ordered, except for taxes based on ROOTS SOFTWARES's income.

6.2 You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to ROOTS SOFTWARES 's Invoicing Standards Policy

6.3 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve ROOTS SOFTWARES of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

## 7. SERVICES PERIOD; END OF SERVICES

7.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless

(i) You provide ROOTS SOFTWARES with written notice no later than thirty (30) days prior to the end of the applicable Services Period of your intention not to renew such Cloud Services, or

(ii) ROOTS SOFTWARES provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

7.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated ROOTS SOFTWARES Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services, ROOTS SOFTWARES will make available to You Your Content and Your Applications as existing in the Services Environment on the date of termination. At the end of such 60 day period, and except as may be required by law, ROOTS SOFTWARES will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

7.3 ROOTS SOFTWARES may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes' or 'Use of the Services' sections of this Agreement

7.4 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

## 8. NONDISCLOSURE

8.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the

other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party

## 9. DATA PROTECTION

9.1 In performing the Services, ROOTS SOFTWARES will comply with the ROOTS SOFTWARES Services Privacy Policy in Appendix A of this document. The ROOTS SOFTWARES Services Privacy Policy is subject to change at ROOTS SOFTWARES's discretion; however, ROOTS SOFTWARES policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.

9.2 In handling any customer data or customer's customer data ROOTS SOFTWARES and ROOTS SOFTWARES Programs fully complies with PIPEDA. Features and Functionalities of ROOTS SOFTWARES Cloud Products that ensure PIPEDA Compliance.

## 10. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

10.1 ROOTS SOFTWARES warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to ROOTS SOFTWARES that describes the deficiency in the Services (including, as applicable, the service request number notifying ROOTS SOFTWARES of the deficiency in the Services).

10.2 ROOTS SOFTWARES DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ROOTS SOFTWARES WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ROOTS SOFTWARES, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ROOTS SOFTWARES DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ROOTS SOFTWARES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ROOTS SOFTWARES DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

10.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ROOTS SOFTWARES'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ROOTS SOFTWARES FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ROOTS SOFTWARES UNDER SUCH ORDER..

## 12. INDEMNIFICATION

12.1 Subject to the terms of this Section 12 (Indemnification), if a third party makes a claim against either You or ROOTS SOFTWARES ("Recipient" which may refer to You or ROOTS SOFTWARES depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or ROOTS SOFTWARES ("Provider" which may refer to You or ROOTS SOFTWARES depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

12.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects ROOTS SOFTWARES's ability to meet its obligations under the relevant order, then ROOTS SOFTWARES may, at its option and upon 30 days prior written notice, terminate the order.

12.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design,

specification, instruction, software, service, data, hardware or material not furnished by the Provider. ROOTS SOFTWARES will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by ROOTS SOFTWARES. ROOTS SOFTWARES will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). ROOTS SOFTWARES will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. ROOTS SOFTWARES will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

12.4 The term “Material” defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, ROOTS SOFTWARES will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as ROOTS SOFTWARES is required to provide infringement indemnification for Materials under the terms of the Agreement.

12.5 This Section 12 provides the parties’ exclusive remedy for any infringement claims or damages.

### 13. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

13.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. ROOTS SOFTWARES does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information. SaaS Online

13.2 Any Third-Party Content made accessible by ROOTS SOFTWARES in or through the Services Environment is provided on an “as-is” and “as available” basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that ROOTS SOFTWARES is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, ROOTS SOFTWARES reserves the right to take remedial action if any such content violates applicable restrictions, including the removal of, or disablement of access to, such content.

13.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. ROOTS SOFTWARES may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases



to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by ROOTS SOFTWARES in its sole discretion, ROOTS SOFTWARES may cease providing access to the affected Third Party Content or Third Party Services without any liability to you. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order.

14. FORCE MAJEURE Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

15. GOVERNING LAW AND JURISDICTION This Agreement is governed by the substantive and procedural laws of the Emirate of Dubai, United Arab Emirates unless agreed to otherwise in your specific order and You and ROOTS SOFTWARES agree to submit to the exclusive jurisdiction of, and venue in, the courts in the Province of Ontario

#### 16. NOTICE

16.1 Any notice required under this Agreement shall be provided to the other party in writing.

16.2 To request the termination of Services in accordance with this Agreement, You must submit a request in writing to ROOTS SOFTWARES

16.3 ROOTS SOFTWARES may give notices applicable to ROOTS SOFTWARES's Cloud Services customer base by means of a general notice on the ROOTS SOFTWARES portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in ROOTS SOFTWARES's account information or by written communication sent by first class mail or pre-paid post to Your address on record in ROOTS SOFTWARES's account information.

#### 17. OTHER

17.1 ROOTS SOFTWARES is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that ROOTS SOFTWARE business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Cloud Services, are independent of ROOTS SOFTWARES and are not ROOTS SOFTWARES's agents.

17.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

17.3 Except for actions for nonpayment or breach of ROOTS SOFTWARES's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

17.4 You agree to provide ROOTS SOFTWARES with all information, access and full good faith cooperation reasonably necessary to enable ROOTS SOFTWARES to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

17.5 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making ROOTS SOFTWARES aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. ROOTS SOFTWARES will cooperate with your efforts to determine whether use of the standard ROOTS SOFTWARES Services offering is consistent with those requirements.

17.6 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

## 18. ENTIRE AGREEMENT

You agree that unless agreed otherwise in your specific order this Agreement and the information which is incorporated into this Agreement by written reference, appendices and URL reference, together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.