

SCHEDULE D

SOFTWARE-AS-A-SERVICE (SaaS) TERMS AND CONDITIONS

These Software-as-a-Service Terms and Conditions ("SaaS Terms") supplement and form part of the General Terms and Conditions for the Sale of Goods and Services between Seller and Buyer. Capitalized terms not defined herein have the meanings set forth in the General Terms and Conditions for the Sale of Goods and Services. In the event of a conflict, these SaaS Terms control solely with respect to the SaaS offering.

1. Definitions

"SaaS" means Seller's cloud-hosted software platform made available on a subscription basis and accessed remotely by Buyer via the internet.

"Authorized Users" means Buyer's employees and contractors expressly authorized by Buyer to access and use the SaaS for Buyer's internal business purposes.

"Buyer Data" means data, information, or content submitted to the SaaS by or on behalf of Buyer.

2. Access Rights and License

Subject to Buyer's compliance with the General Terms and Conditions for the Sale of Goods and Services and payment of all applicable fees, Seller grants Buyer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable subscription term to access and use the SaaS solely for Buyer's internal business purposes and solely by Authorized Users. No rights are granted except as expressly set forth herein.

3. Use Restrictions

Buyer shall not, and shall not permit any third party to: (a) access or use the SaaS except as expressly permitted; (b) share login credentials or exceed authorized user limits; (c) reverse engineer, decompile, or attempt to derive source code; (d) use the SaaS to provide services to third parties or for time-sharing, service bureau, or similar purposes; or (e) interfere with or disrupt the integrity or performance of the SaaS.

4. Buyer Responsibilities

Buyer is responsible for the accuracy, quality, and legality of Buyer Data; maintaining appropriate safeguards for access credentials; and all activities conducted through its accounts. Seller has no responsibility for Buyer Data input errors or misuse of the SaaS by Buyer or Authorized Users.

5. Data Ownership and Limited License

As between the parties, Buyer retains all right, title, and interest in Buyer Data. Buyer grants Seller a limited, non-exclusive license to host, process, transmit, and display Buyer Data solely as necessary to provide and support the SaaS and related services.

6. Data Security and Privacy

Seller will maintain commercially reasonable safeguards designed to protect Buyer Data against unauthorized access, disclosure, or loss. Buyer acknowledges that no system is completely secure, and Seller does not guarantee absolute security.

7. Availability; Modifications

Seller will use commercially reasonable efforts to make the SaaS available, excluding scheduled maintenance, emergency maintenance, and downtime caused by factors outside Seller's reasonable control. Seller may update or modify the SaaS provided such modifications do not materially reduce core functionality.

8. Support

Support services, if any, will be provided in accordance with Seller's then-current support policies or as stated in a quotation.

9. Fees; Suspension

Fees are as set forth in the applicable quotation and are non-refundable unless expressly stated otherwise. Seller may suspend access upon non-payment or material breach.

10. Term and Termination

SaaS access is provided for the subscription term specified. Upon expiration or termination, Buyer's access ceases and Seller may delete Buyer Data in accordance with its data retention practices.

11. Warranties; Disclaimer

Seller warrants that it will provide the SaaS in a commercially reasonable manner. Except as expressly stated, the SaaS is provided "AS IS" and "AS AVAILABLE".

12. Limitation of Liability

SaaS is subject to the Limitation of Liability provisions in the General Terms and Conditions for the Sale of Goods and Services. Seller is not liable for loss of Buyer Data, unauthorized access caused by Buyer systems, or third-party network failures.

13. Third-Party Services

The SaaS may interoperate with third-party services. Seller is not responsible for such services, their availability, or their data handling practices.

14. Export Compliance

Buyer shall comply with all applicable export and sanctions laws in connection with use of the SaaS.

15. Survival

Sections relating to data ownership, disclaimers, limitation of liability, and governing law survive termination or expiration.