MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT

Version: 07/2022

This Master Subscription and Professional Services Agreement governs Customer's access to and use of the PROS Subscription Service and Professional Services. By executing an Order or SOW that references this Agreement, Customer agrees to, and accepts, the terms of this Agreement as of the Effective Date (as defined below). If Customer registers for a free trial of PROS subscription services, the applicable provisions of this Agreement will also govern that free trial. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the applicable Order.

1. SUBSCRIPTION.

1.1 PROS Responsibilities.

(a) Provision of Subscription Service. PROS will make the Subscription Service available for use pursuant to the Scope specified in the applicable Order.

(b) Support. PROS will provide support services to Customer in accordance with PROS' then-current SLA for the PROS software application identified in an Order.

1.2 Customer Responsibilities. Customer is responsible for Users' compliance with this Agreement and will (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service and notify PROS immediately of any such unauthorized access or use; and (ii) cooperate with any reasonable investigation by PROS of any outage, security problem or suspected breach of the Agreement.

1.3 Use Restrictions. Customer will not (i) use or access the Subscription Service in violation of applicable laws, rules and regulations, including data privacy laws and regulations; (ii) sell, resell, license, lease, redistribute, or otherwise commercially exploit or make the Subscription Service available to any third party other than to Users, or as otherwise expressly stated in an Order; (iii) use the Subscription Service to send or store infringing, libelous, or otherwise unlawful or tortious material, or to store or submit malicious or harmful code; (iv) intentionally interfere with or disrupt the integrity or performance of the Subscription Service or the data contained therein; (v) attempt to gain unauthorized access to the Subscription Service or its related systems or networks; (vi) duplicate or reverse engineer the Subscription Service, in whole or in part; or (vii) disclose the results of any benchmark or performance tests of the Subscription Service.

1.4 Use Verification. PROS may monitor use of the Subscription Service to verify compliance with Scope, and to report on User adoption and SLA compliance. Customer will respond to any reasonable inquiries from PROS to assess the Scope.

1.5 Security Audit. Customer agrees that PROS' Audit Report will be used to satisfy any audit or inspection requests by or on behalf of Customer, and PROS will make Audit Reports available to Customer upon request. PROS will promptly remediate any material weaknesses or significant control deficiencies identified in any Audit Reports. In the event that an audit opinion is qualified and the qualification has not been remediated by the date of the Audit Report, PROS shall (i) provide Customer with PROS remediation plan; and (ii) execute such plan in accordance with its terms.

2. PROFESSIONAL SERVICES.

2.1 Professional Services. Customer and PROS may enter into SOWs that describe the Professional Services to be performed by PROS. If providing Professional Services on Customer premises, PROS personnel will comply with any reasonable Customer rules and regulations regarding safety and conduct which have been made known in advance to PROS.

2.2 Purchase Orders. Customer may purchase Professional Services from PROS by issuing a purchase order that (i) references this Agreement, and (ii) is accepted by PROS (a "***Purchase Order***"). All accepted Purchase Orders will be deemed to be SOWs hereunder, any additional or conflicting terms or conditions contained in Purchase Orders will be disregarded, null and void, and the terms of the Agreement will govern all Purchase Orders.

2.3 Hierarchical authority. PROS personnel engaged in the performance of the Professional Services pursuant to a SOW will remain under PROS control and authority, PROS being the sole employer.

3. CUSTOMER DATA.

3.1 Customer Ownership. Customer retains all right, title and interest in and to all Customer Data. This Agreement does not grant PROS any ownership rights to Customer Data. Customer is responsible for the acquisition, accuracy and legality of Customer Data.

3.2 Protection of Customer Data. PROS shall maintain a security program that meets or exceeds the controls set forth in PROS' Audit Reports and the PROS Security Exhibit, and that is designed to protect the security, confidentiality and integrity of Customer Data. PROS shall not diminish the protections provided by the controls set forth in the Audit Report and PROS Security Exhibit. Except with respect to a Free Trial Service, to the extent Customer Data includes Personal Data from the European Economic Area (EEA), the United Kingdom, or Switzerland, PROS will implement the technical and organizational measures referenced in the applicable Controller to Processor Standard Contractual Clauses incorporated by reference in the Customer's Order. Customer's execution of the Order shall be treated as its execution of the Standard Contractual Clauses and Appendices.

3.3 Access to Customer Data. During the Subscription Term, Customer may access Customer Data at any time.

3.4 Retrieval of Customer Data on Termination. Upon request by Customer made within 30 days after the earlier of effective date of termination of this Agreement or expiration of any Subscription Term, PROS will make available to Customer for download a file of Customer Data in the current format in which it is stored in the Subscription Service. After such 30-day period, PROS will have no obligation to maintain or provide any Customer Data and will thereafter (unless legally prohibited) delete all Customer Data in its systems or otherwise in its possession or under its control.

3.5 Statistical and Other Information. PROS may use Customer Data on an anonymized basis to provide, maintain, support, develop, and improve the Subscription Service and for PROS machine learning, artificial intelligence technologies and analytics; *provided that* in no event will PROS (a) disclose Customer Data in a non-aggregated form, or (b) incorporate Customer Data or Personal Data in a form that could identify Customer, Customer Data or any individual.

4. FEES.

4.1 Fees. Customer shall pay all fees as set forth in each Order and SOW. Unless otherwise specified in the applicable Order or SOW, all fees are due and payable within 30 days from the invoice date. Except as otherwise specified in the Agreement, payment obligations are non-cancelable, and fees paid are non-refundable.

4.2 Disputed Payments. Customer may withhold any portion of an invoiced amount that is subject to a bona fide dispute, provided Customer: (a) gives PROS written notice setting forth the reason for the dispute on or before the payment due date; (b) meets and confers in good faith with PROS to resolve the dispute starting promptly after such notice; and (c) pays the

disputed fees, if legitimate, promptly after resolution of the dispute.

4.3 Late Payment. Late payments will be subject to the refinancing rate used by the European Central Bank plus ten percentage points as well as the amount of €40.00 corresponding to recovery costs. Customer may not withhold (except as set forth in Section 4.2) or offset fees due to PROS for any reason. If Customer fails to pay any undisputed invoiced amounts by the due date, PROS may, without limiting its other rights and remedies, temporarily suspend access to the Subscription Service without liability until such amounts are paid in full. PROS will give Customer at least 30 days' prior notice that its account is overdue, in accordance with the "Notices" section below for billing-related notices, before suspending access.

4.4 Expenses. Customer will reimburse PROS for reasonable pre-approved travel expenses incurred by PROS while performing Professional Services. Expense will be charged on a pass-through basis (i.e. without markup or margin applied) and incurred consistent with any expense guidelines attached to the SOW. PROS will provide Customer with reasonably detailed invoices for such expenses.

4.5 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any Taxes. Customer is responsible for paying all Taxes imposed on the Subscription Service, Professional Services or any other services provided under this Agreement. PROS is responsible for paying all Taxes imposed on PROS' income, property, or employees. If PROS has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed on the relevant Order or SOW, and invoiced to and paid by Customer, unless Customer provides PROS with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. REPRESENTATIONS, WARRANTIES.

5.1 Authorization; Execution. Each Party hereby represents to the other that (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms; and (c) its execution, delivery and performance of this Agreement will not result in a breach of any material agreement or understanding to which it is a party.

5.2 Compliance with Laws. PROS will comply with the laws and government regulations applicable to PROS as a provider of software as a service to its customers generally (without regard to the Customer's particular use of the Subscription Service).

5.3 Subscription Service. PROS warrants that during the Subscription Term, the Subscription Service will conform in all material respects to the functional specifications set forth in the Documentation. Customer's sole and exclusive remedy will be the deployment of a corrected version of the PROS software application that is the object of the Subscription Service, or provision of a workaround, provided however if PROS fails to provide such remedy after using commercially reasonable efforts, Customer may exercise its rights herein for breach of contract, including, but not limited to, termination pursuant to Section 10.2.

5.4 Professional Services. PROS warrants that all Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer shall notify PROS of any breach of such warranty within 90 days of the completion of all Professional Services under the applicable SOW. Customer's sole and exclusive remedy will be for PROS to promptly re-perform deficient Professional Services at no additional charge to Customer, provided however that if PROS fails to provide such remedy after using commercially reasonable efforts, Customer may exercise its rights provided herein for breach of contract, including, but not limited to, termination pursuant to Section 10.2.

5.5 Warranty Disclaimers. THE WARRANTIES AND REMEDIES OFFERED TO THE CUSTOMER IN CASE OF CONTRACTUAL BREACH BY PROS (UNDER ARTICLE 1217 OF THE CIVIL CODE) ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS SECTION 5 AND, MORE GENERALLY IN THIS AGREEMENT AND ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES GIVEN BY PROS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PROS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROS DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE ERROR FREE OR UNINTERRUPTED.

6. INDEMNIFICATION.

6.1 PROS Indemnification. PROS will indemnify and hold Customer harmless from Losses resulting from any claims brought by unaffiliated third parties against Customer and its Affiliates alleging that use of the Subscription Service as permitted herein infringes any intellectual property rights of any third party.

6.2 Customer Indemnification. Customer will indemnify and hold PROS harmless from Losses resulting from any claims brought by unaffiliated third parties against PROS and its Affiliates related to Customer Data.

6.3 Conditions Precedent. Each Party's obligations under Sections 6.1 and 6.2 are expressly conditioned on the Party subject to a claim (a) providing prompt notice of the claim (provided that the indemnifying party shall only be excused from its obligations under this Section 6 if it was prejudiced by the failure of the other party to give such prompt notice); (b) giving sole control of the defense and settlement of the claim to the other Party; (c) reasonably cooperating with the Party in charge of the defense; and (d) not having compromised or settled such claim in any way or having made any admissions with respect to such claim without the defending Party's prior written consent.

6.4 Remedies. Should the Subscription Service become (or in the opinion of PROS, be likely to become) the subject of a claim of infringement of any third party's intellectual property rights, PROS may at its option and at no cost to Customer (a) procure for Customer the right to continue to use the Subscription Service; (b) replace or modify the Subscription Service to make it non-infringing and functionally equivalent; or, only if neither of the foregoing remedies can be provided under commercially reasonable terms, (c) terminate the Subscription Service and refund to Customer any pre-paid Subscription Service fees prorated to the remainder of the pre-paid term.

6.5 Exceptions. PROS will have no liability for any claim or Losses to the extent arising from (a) use of the Subscription Service in combination with any software, hardware, network or system not supplied by PROS where the claim relates to such combination; (b) Customer Data; (c) any modification or alteration of the Subscription Service (other than by PROS or its subcontractors); (d) Customer continuing any infringing activity after being notified of the alleged infringement in accordance with Section 11.6, Notices; or (e) use of the Subscription Service not in accordance with the Documentation.

6.6 No Additional Liability. THIS SECTION 6 STATES EACH PARTY'S ENTIRE LIABILITY WITH RESPECT TO THIRD PARTY CLAIMS DESCRIBED IN SECTIONS 6.1 AND 6.2.

7. LIMITATION OF LIABILITY.

7.1 LIMITATION OF LIABILITY. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ITS RESPECTIVE AFFILIATES' ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE), OTHER THAN PAYMENT OBLIGATIONS HEREUNDER, WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE ORDER OR SOW IN CONNECTION WITH WHICH LIABILITY ARISES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

IN CASE OF (I) UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; OR (II) EITHER PARTY'S BREACH OF

ITS DATA PROTECTION OBLIGATIONS; OR (III) PROS' BREACH OF ITS SECURITY OBLIGATIONS THAT RESULT IN AN UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ITS RESPECTIVE AFFILIATES' WILL NOT EXCEED THE HIGHER OF (1) US$1,000,000, AND (2) 300% OF THE FEES PAID OR PAYABLE UNDER THE ORDER OR SOW IN CONNECTION WITH WHICH LIABILITY ARISES DURING THE TWELVE-MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

7.2 EXCLUSIONS. NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT, FOR ANY LOSS OF PROFITS, COST OF COVER or **INDIRECT DAMAGES, INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF USE, LOSS OF GOODWILL OR LOSS OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7.3 UNLIMITED LIABILITY. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 7.1 AND 7.2 WILL NOT APPLY TO EITHER PARTY'S LIABILITY FOR DAMAGES RESULTING FROM:

- **(A) DEATH OR PERSONAL INJURY CAUSED BY EITHER PARTY'S NEGLIGENCE;**
- **(B) FRAUD OR FRAUDULENT MISREPRESENTATION;**
- **(C) LOSSES UNDER SECTION 6.1 AND SECTION 6.2;**
- **(D) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR**
- **(E) ANY LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.**

7.4 Risk Allocation. The Agreement allocates the risks between PROS and Customer. The fees set forth herein and/or in the applicable Order(s) and /or SOW(s) reflect this allocation of risk and limitations of liability.

8. PROPRIETARY RIGHTS.

8.1 PROS Ownership. PROS retains all right, title, and interest in and to the Subscription Service, Operational Data, Documentation and Professional Services, including all copies and derivative works thereof (by whomever produced), and all related intellectual property rights inherent therein. If Customer purchases Professional Services, PROS grants Customer a worldwide, non-exclusive, non-sublicensable, non-transferable license to use the Professional Services solely for Customer's use with the Subscription Service. Except for the rights as expressly granted herein, Customer will not acquire any rights by implication or otherwise. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary notices of PROS.

8.2 Feedback. If Customer decides to provide Feedback, which it may do in its sole discretion, PROS will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, license for a term of twenty (20) years to use or incorporate any such Feedback into its products and services. PROS shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

9. CONFIDENTIALITY.

9.1 Use of Confidential Information. Receiving Party will use Confidential Information solely in performance of this Agreement and will not disclose any Confidential Information other than as permitted or required for discharging its obligations under this Agreement, except with Disclosing Party's prior written permission. Receiving Party will protect the confidentiality of Confidential Information by exercising the same degree of care with which it protects its own information of a similar nature, but no less than a reasonable degree of care, and will limit the use of, and access to, Confidential Information to those individuals whose use or access is necessary in order to perform under this Agreement. Either Party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section.

9.2 Exclusions. Confidential Information will not be deemed confidential, and Receiving Party will have no obligation with respect to such information, where the information: (i) was known to Receiving Party prior to receiving any Confidential Information from Disclosing Party as evidenced by written documentation; (ii) is or becomes publicly known through no wrongful act or omission of Receiving Party; (iii) was received by Receiving Party without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; or (iv) was independently developed by the Receiving Party without use of or reference to any portion of the Confidential Information or violation of this Agreement. Receiving Party may also disclose Confidential Information if, in the opinion of Receiving Party's counsel, disclosure is required by governmental order, decree, regulation, or rule; provided, however, that Receiving Party will provide prompt written notice of any such obligation, and reasonable assistance to Disclosing Party prior to disclosure of any Confidential Information to allow Disclosing Party to seek an appropriate protective order or other relief, to the extend legally permissible.

9.3 Return of Confidential Information. Notwithstanding anything to the contrary in this Agreement relating to the return of Confidential Information, Receiving Party shall be entitled to retain (i) one secure copy for legal archival purposes to evidence its compliance with the terms of this Agreement, and (ii) copies of electronically exchanged Confidential Information held in backup systems in accordance with its routine information technology backup process; provided that, in each case, such retained Confidential Information remains subject to the confidentiality obligations set forth herein.

10. TERM AND TERMINATION.

10.1 Term. This Agreement commences on the Effective Date and continues until all Orders and SOWs have expired or otherwise been terminated. The Subscription Term for each Subscription Service is specified in the applicable Order.

10.2 Termination for Cause. Either Party may terminate an individual Order or SOW if the other Party (i) fails to perform any of its material obligations thereunder, and (ii) fails to cure such breach within 30 days after written notice from the non-breaching Party (or if such breach cannot be corrected through the exercise of reasonable diligence within such 30-day period, if the breaching Party does not commence to correct such failure within such 30-day period and thereafter diligently prosecute same to completion). Such written notice shall specify in detail the alleged material breach.

Professional Services are separately ordered from the Subscription Service and are not required for use of the Subscription Service. A breach by a Party of its obligations with respect to Professional Services shall not by itself constitute a breach by that Party of its obligations with respect to the Subscription Service.

Notwithstanding the provisions of Article 1186§2 of the French Civil Code, any Order or SOW issued hereunder and not terminated pursuant to this Section 10.2 shall remain in full force and shall continue for the term stated therein (unless otherwise terminated in accordance with this Agreement).

10.3 Immediate Termination. Either Party may immediately terminate this Agreement (or at such Party's option, the individual Orders or SOWs), by giving written notice of such termination to the other Party on the occurrence of the following events: (i) the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any petition for similar relief; (ii) the appointment of a receiver or liquidator for the other Party's property; (iii) an assignment by the other Party for the benefit of its creditors or the acknowledgment by the other Party that it is unable to meet its obligations on the maturity thereof; or (iv) the other Party ceases to conduct business in the normal course.

10.4 Effect of Expiration or Termination. Upon termination or expiration of an Order, all Subscription Service(s) granted thereunder will terminate immediately.

If an Order is terminated by Customer as a result of an uncured material breach by PROS, PROS will refund to Customer any pre-paid Subscription Service fees for the period after the effective date of termination.

10.5 Termination Assistance Professional Services. Except where the Subscription Service is terminated by PROS for cause attributable to Customer, PROS will make available to Customer, during any applicable notice period and for a reasonable period of time after the expiration or termination of the Subscription Service, such termination assistance Professional Services as may be reasonably requested by Customer to facilitate the orderly transition of PROS responsibilities hereunder to Customer or its designee. Such Professional Services will be provided pursuant to an SOW under then-current fees for similar Professional Services.

10.6 Survival. Except to the extent expressly provided to the contrary herein, the obligation of Customer to pay in full any outstanding fees and other monies due and Sections 1.3, 4, 5.5, and 6 to 12 inclusive will survive the termination or expiration of the Agreement.

11. GENERAL.

11.1 Export Control Laws. The Subscription Service, the Professional Services and associated technical data are subject to U.S. export control laws and regulations and may be subject to export or import laws and regulations in other countries. PROS authorizes use of the Subscription Service, Professional Services and associated technical data only with third party software and hardware obtained and used in compliance with export control laws and regulations. Each Party represents that it is not named on the U.S. Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons or on any other U.S. Government lists of denied or sanctioned parties. Each Party shall comply with applicable export control laws and regulations in providing and using the Subscription Service and Professional Services. Without limiting the foregoing, Customer will not permit Users to access and use the Subscription Service and Professional Services if they are: (i) located in a country that is subject to a U.S. government embargo; (ii) listed on any U.S. government list of prohibited or restricted parties; or (iii) otherwise in violation of any U.S. export law or regulation.

11.2 Governing Law; Venue. This Agreement will be exclusively governed and construed in accordance with the laws of France without regard to the conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (UNCISG) and the Uniform Computer Information Transactions Act (UCITA) are specifically disclaimed in their entirety. If a dispute arises between the Parties concerning the performance of this Agreement, the claiming Party will request a meeting of a committee comprised of representatives of each Party (the "Committee"). The Committee will have seven (7) business days from the date of its first meeting to find a solution mutually acceptable to the Parties. The Parties agree that, if no agreement is reached, the courts of Paris, France will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement, notwithstanding any plurality of defendants, claims for guarantee, emergency attachment proceedings, or interim or ex-parte injunction proceedings.

11.3 Change in Circumstances. Each Party hereby accepts the risks linked to an unforeseeable change in circumstances which would render performance of the Agreement excessively onerous, contrary to article 1195 of the Civil code.

11.4 Free Trial. If Customer uses a Free Trial Service, PROS will make such Free Trial Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free trial period for which Customer agreed to use such Free Trial Service, (b) the start date of any Subscription Service purchased by Customer for the same service, or (c) termination of the Free Trial Service by PROS in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Free Trial Services are provided for evaluation purposes and not for production use. Customer shall have sole responsibility and PROS assumes no liability for any Customer Data that Customer may choose to upload on the Free Trial Services.

NOTWITHSTANDING SECTION 5 AND 6 ABOVE, FREE TRIAL SERVICES ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY AND PROS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS, NOR ANY LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE, PROS TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS US$1,000. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 7 ABOVE, CUSTOMER SHALL BE FULLY LIABLE FOR ANY DAMAGES ARISING OUT OF ITS USE OF A FREE TRIAL SERVICE. ANY CUSTOMER DATA AND CONFIGURATIONS ENTERED INTO CUSTOMER'S FREE TRIAL SERVICE ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE.

11.5 Force Majeure. Neither Party will be liable where performance of its obligations hereunder (other than for payment obligations) is rendered impossible by a force majeure event as defined by article 1218 of the French Civil code, (a "***Force Majeure Event***"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. If a delay caused by a Force Majeure Event continues for more than 90 days, either Party may terminate this Agreement by providing 30 days' notice to the other Party.

11.6 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and deemed given upon: (i) personal delivery; or (ii) the date shown on the confirmation of delivery. System notifications and information from PROS relating to the operation, hosting or support of the Subscription Service can also be provided within the Subscription Service, or made available via the PROS Connect portal.

Billing-related notices to Customer will be addressed to the Invoicing Contact identified in the applicable Order. All other notices to **Customer** will be addressed to the Primary Contact identified in the applicable Order.

Notices to **PROS** will be addressed to either (i) legal@pros.com, with the subject matter "Formal Notice", or (ii) PROS, Inc., 3200 Kirby Drive, Suite 600, Houston, Texas 77098 USA, Attn: Legal Department. and cc. PROS France SAS, 185 rue Galilée, 31670 Labege, France Attn: Legal Department

Each Party may modify its recipient of notices by providing notice pursuant to this Agreement.

11.7 No Assignment. Neither Party may assign this Agreement, by operation of law or otherwise, in whole or in part, without the other Party's prior written consent (which will not be unreasonably withheld, conditioned or delayed). Subject to the foregoing, the Agreement will be binding on, inure to the benefit of, and enforceable by and against the Parties and their respective successors and permitted assigns.

11.8 Relationship of the Parties. This Agreement is not intended nor will be construed to confer upon or give to any party other than Customer and PROS any rights, remedies or other benefits. The Parties are independent contractors. Nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture or employment relationship between the Parties.

11.9 No Waiver. No waiver, implied or expressed, by either Party or any right or remedy for any breach by the other Party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

11.10 Headings. The headings in this Agreement are provided for convenience only and will not control the interpretation of this Agreement.

11.11 Severability. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provisions will be severed from the Agreement, and the remaining provisions will remain in full force and effect.

11.12 Signature. Telecopy and electronic signatures will be relied upon as original signatures in all respects.

11.13 Complete Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and all other prior or contemporaneous agreements, understandings, representations, warranties, and writings are superseded hereby. An amendment to this Agreement will only be effective if reduced to writing and executed by authorized officers of the Parties.

12. DEFINED TERMS.

"***Affiliate***" means any entity that controls, is controlled by, or is controlled by an entity that controls either Party. All derivatives of the word "***control***" mean the ownership directly or indirectly of more than 50% of the voting rights representing the right to vote in the election of directors or other managing authority in a company or other legal entity.

"***Agreement***" means this Master Subscription and Professional Services Agreement, together with all Orders, SOWs, Support and Service Level Agreement, and any other exhibits or addenda attached thereto. The terms of the Agreement will control over any different or additional terms of any purchase order submitted by Customer. The terms of an SOW or Order will have precedence over any conflicting terms in this Agreement, but only with respect to the subject matter of such SOW or Order.

"***Audit Report(s)***" means PROS' most recently completed SOC1 and SOC2 audit reports, or comparable industry-standard successor reports, prepared by PROS' independent third-party auditor.

"***Confidential Information***" means any data or information in any form that is disclosed to either Party ("***Receiving Party***") by or on behalf of the other Party ("***Disclosing Party***") and that either (i) relates to Disclosing Party's proprietary software, information technology, business plans, forecasts, customer information, marketing information, trade secrets and/or financial performance, (ii) is identified as proprietary or confidential in writing at the time of disclosure (or is so identified at the time of oral disclosure and subsequently confirmed in writing), or (iii) is Customer Data.

"***Customer***" means the company or other legal entity which has entered into an Order(s) or SOW(s) which references this Agreement.

"***Customer Data***" means all electronic data submitted on behalf of Customer for use in the Subscription Service.

"***Documentation***" means the Product Specific Terms and online user guides for the Subscription Service, which may be updated by PROS from time to time, provided however that no updates will materially diminish the functionality and/or performance of the Subscription Service. Notifications of updates are made through PROS Connect portal.

"***Effective Date***" means the last date this Agreement is executed, upon executing an Order or SOW, by accessing or using the Subscription Service in any manner, or by clicking "Accept and Get Started" (or a similar button or checkbox) for use of a Free Trial Service.

"***Feedback***" means any suggestions, improvements, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the features, functionality or operation of the Subscription Service, or the Professional Services.

"***Free Trial Service***" means any PROS product, service or functionality that PROS makes available to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta," "trial," "non-GA," "pilot," "developer preview," "free trial," "evaluation," or by a similar designation.

"***Losses***" means in connection with an indemnified claim, defense costs, the amount of a final judgement (including any award of fees and expenses) rendered against the indemnitee, and/or the amount of a settlement entered into by the indemnifying Party, or with the indemnifying Party's consent.

"***Operational Data***" means data derived from the performance, use, and operation of the Subscription Service, including the number of records in the Subscription Service, and the number and types of transactions, configurations, and reports processed in the Subscription Service. Operational Data will not include Customer Confidential Information or Personal Data.

"***Order***" means an order form under which Customer subscribes to the Subscription Service, in written form executed by both Parties (or, if applicable, submitted online by Customer to PROS).

"***Personal Data***" means any Customer Data relating to an identified or identifiable natural person.

"***Professional Services***" mean the implementation, configuration, strategic consulting or other professional services (but excluding support) PROS may perform for Customer pursuant to an SOW.

"***PROS***" means the PROS company which has executed the Order or SOW.

"***Scope***" means the scope of use for the Subscription Service as set forth in the applicable Order.

"SLA" means the PROS Support & Service Level Agreement (located at https://pros.com/contracts-center) for the PROS software application identified in an Order, which is hereby incorporated by reference into this Agreement, and which may be updated by PROS from time to time, provided however, that no update will materially diminish PROS' responsibilities under the SLA or result in any diminishment of the Availability metric (as defined in the Support & Service Level Agreement).

"***SOW***" or "***Work Order***" means a work order for Professional Services (or an Order that includes Professional Services) executed by the Parties, or any change order referencing an SOW or a Work Order and executed by the Parties. No SOW or Work Order is binding upon either Party unless signed by both Parties, and neither Party will be liable to the other with respect to unsigned SOWs or Work Orders.

"***Subscription Service***" means the PROS software applications subscribed to by Customer under an Order and made available online by PROS as described in the Documentation. "Subscription Service" excludes Professional Services and Free Trial Services.

"***Subscription Term***" means the period during which Customer is entitled to receive the Subscription Service as specified in an Order.

"***Taxes***" means any and all taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes.

"***Users***" mean individuals who are authorized by Customer to use the Subscription Service, subject to the terms of this Agreement, and have been supplied user identifications and passwords by Customer. Users may include, for example, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents and authorized third parties.