



# **PerfectApps, Inc.™ – Support and Maintenance Agreement**

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## PerfectApps, Inc. Software Support and Maintenance Agreement

This Software Support and Maintenance Agreement is between PerfectApps, Inc., whose principal place of business is at 4843 Colleyville Blvd Ste 251-136, Colleyville, TX 76034, and the LICENSEE, and is in consideration of the payment by the LICENSEE of the applicable fees. PerfectApps, Inc. agrees to provide to the LICENSEE services per the terms and conditions set out in clauses 1 to 11 attached, and the schedules referred to therein.

### 1. DEFINITIONS

- 1.1. “Commencement Date” means the date any on-premise Software component is first installed by or on behalf of the LICENSEE on any computer or computer network or hardware or storage facilities or the date of activation of an on-demand account
- 1.2. “Configuration” means to configure the operation of the Software pursuant to clause 4 to perform certain predetermined functions offered by the Software as required by the LICENSEE, and “Customization” means the use of PerfectApps, Inc. technologies by PerfectApps, Inc. to cause the Software to integrate and operate with third-party software to meet the specific and reasonable requirements of the LICENSEE pursuant to clause 4 and to create accompanying documentation
- 1.3. “Disabling Event” means one or more of the following events;
  - 1.3.1. Use of the Software other than in accordance with or the purposes provided for in the Licensed Material
  - 1.3.2. Configuration or Customization of the Software other than by PerfectApps, Inc. or an accredited PerfectApps, Inc. Partner or employees, agents or subcontractors of the LICENSEE who have been given appropriate training and approval by PerfectApps, Inc.
  - 1.3.3. Configuration, Customization, or other modifications and/or enhancements to the Software made other than by PerfectApps, Inc. not carried out in accordance with procedures specified from time to time for such software by PerfectApps, Inc.
  - 1.3.4. Use of the Software other than with operating systems approved by PerfectApps, Inc. and appropriate hardware and network infrastructure
  - 1.3.5. Use of a version of the Software which is not the latest version supplied to the LICENSEE
  - 1.3.6. Failure by the LICENSEE to implement recommendations for or solutions to faults previously advised by PerfectApps, Inc. or an accredited PerfectApps, Inc. Partner

- 1.3.7. Use of any software in conjunction with the Software, other than software specified or agreed by PerfectApps, Inc.
- 1.3.8. Faults in the hardware and/or operating system and/or any other software used in conjunction with the Software
- 1.3.9. Failure in the Software materially to provide Specified Functionality as a result of viruses, worms, trojans or any other similar invasive third-party software
- 1.4. “Licensed Material” means the latest version from time to time of the user documentation, agreed final specifications of any Configuration or Customization carried out by PerfectApps, Inc. pursuant to clause 4 and other documentation relating to the Software made available by PerfectApps, Inc. from time to time in any printed or electronic form
- 1.5. “Maintenance Fee” means PerfectApps, Inc. standard charge from time to time for the provision of upgrades to the On-premise software. The fee is payable by the LICENSEE to PerfectApps, Inc. in advance of such periods and calculated on a daily pro-rata basis with respect to the period from the Commencement Date to (but not including) the first Maintenance Renewal Date if such period is less than any period normally offered by PerfectApps, Inc.
  - 1.5.1. For an on-demand application, there is a “Service Fee” that entitles the LICENSEE use of the hosted PerfectApps application for a period from the Commencement Date to (but not including) the first Service Renewal Date
- 1.6. “Maintenance Period” means a period for which the Maintenance Fee has been paid by the LICENSEE under this Agreement
  - 1.6.1. No such Maintenance Period applies to on-demand accounts. The software for On-demand accounts is maintained on PerfectApps, Inc. servers
- 1.7. “Maintenance Renewal Date” means the date upon which the LICENSEE’S Maintenance Fee shall be due for renewal. This date is typically on the anniversary of the beginning of the original Maintenance Period
  - 1.7.1. “Service Renewal Date” means the date for On-demand accounts where the LICENSEE’S service fee shall be due for renewal. This date is typically on the anniversary of the beginning of the original service period
- 1.8. “On-demand” means a hosted account for the LICENSEE that utilizes software resident on PerfectApps, Inc. dedicated servers
- 1.9. “On-premise” means an application of PerfectApps, Inc. software installed on the LICENSEE’S computer or computer network or hardware or storage facilities
- 1.10. “Program Error” means faults in the Software which materially adversely affect the Specified Functionality

- 1.11. "Software" means the PerfectApps software applications and processes supplied to the LICENSEE by PerfectApps, Inc. or an accredited PerfectApps, Inc. Partner. Software may be supplied as an On-premise or On-demand
- 1.12. "Specified Functionality" means the functionality of the Software described in the Licensed Material
- 1.13. "Support Plan" means the set of reference materials and services designed to assist the LICENSEE in the use of PerfectApps. The Support Plan applies to LICENSEES who are current on any and all applicable fees
- 1.14. "Support and Maintenance" means the software support and maintenance services described in clause 5
- 1.15. "Upgrade" means a new release within a version of the Software which shall be designated by a higher sequential number following the decimal place in the numeric descriptor for such version and which generally will contain enhanced functionality and/or permanent fixes but shall not include a replacement version (which shall be designated by a higher sequential number preceding the decimal place in the numeric descriptor for such version)
  - 1.15.1. For on-demand accounts, upgrades to the PerfectApps application are not required. The hosted application is always maintained at the most current software revision
- 1.16. "Workarounds" means programming or work process which allows the Software to meet the Specified Functionality without necessarily eliminating a Program Error

## 2. FEES

- 2.1. Unless otherwise stated or agreed, all service fees are payable in advance of the period to which they relate
- 2.2. Invoices with respect to any service period will be issued as near as practicable at least one calendar month prior to the commencement of such period. Any other services PerfectApps, Inc. may agree to provide to the LICENSEE under this Agreement shall be invoiced when delivered or on a monthly basis, at the discretion of PerfectApps, Inc.
- 2.3. Unless otherwise stated, all amounts payable by the LICENSEE under this Agreement shall be due immediately and considered late beyond 30 days of the invoice date and, are as stated, exclusive of value added tax, goods and services tax, sales tax and any other similar taxes or duties which shall be paid in addition by the LICENSEE at the rate and in the manner from time to time prescribed by applicable law. Interest on late payment shall be payable at a rate of 2% over the prime rate

- 2.4. The LICENSEE acknowledges and agrees that if any invoice is not paid on the payment due date, then PerfectApps, Inc. shall be under no obligation to provide services to the LICENSEE unless and until the relevant invoice shall be paid in full. Save only as expressly provided otherwise in this Agreement, no part of the Support and Maintenance fees, training fees, Configuration or Customization fees shall be repayable on termination of this Agreement for any reason

### 3. TRAINING AND OTHER SERVICES

- 3.1. If requested by the LICENSEE, PerfectApps, Inc. may, at its standard fees and charges (including expenses) from time to time, provide training courses in the use of the Software and other agreed services. Training may be provided at a mutually agreeable predefined location or may be delivered virtually upon mutual agreement of the LICENSEE and PerfectApps, Inc.
- 3.2. PerfectApps, Inc. will use reasonable efforts to train the LICENSEE's nominated employees in the subject matter of a particular training course but does not guarantee any resultant level of competence of any such trainee
- 3.3. The LICENSEE will ensure that its employees using the Software are trained to a sufficient level to enable them to use it competently
- 3.4. Once a date for training an employee or for the provision of services has been agreed by the LICENSEE and PerfectApps, Inc., then both parties will take all reasonable steps to prevent that date from being canceled or postponed. In the event that the date for a course or for the provision of services is canceled or postponed by the LICENSEE for any reason, the following charges shall apply
  - 3.4.1. If the course or provision of services is canceled or postponed within 2 working days of the agreed date, there will be payable by the LICENSEE a charge calculated at 100% of the course fees or PerfectApps, Inc.' fees otherwise chargeable for the services on that date
  - 3.4.2. If the course or provision of services is canceled between 3 and 5 working days of the agreed date there will be payable by the LICENSEE a charge calculated at 50% of the course fees or PerfectApps, Inc.' fees otherwise chargeable for the services on that date
  - 3.4.3. If the course or provision of services is canceled between 6 and 10 working days of the agreed date there will be payable by the LICENSEE a charge calculated at 25% of the course fees or PerfectApps, Inc.' fees otherwise chargeable for the services on that date
- 3.5. PerfectApps, Inc. reserves the right to cancel or postpone any course or provision of services in the event of circumstances beyond its control, in which case its liability will be limited to refunding any fees paid in respect of the delivery of that course or the services on that date

## 4. CONFIGURATION AND CUSTOMIZATION

- 4.1. If requested by the LICENSEE, PerfectApps, Inc. may agree to configure and/or customize the Software to the LICENSEE's specific and reasonable requirements. Any Configuration or Customization of Software by PerfectApps, Inc. or the LICENSEE in accordance with this clause 4 will become part of the Software and will continue to be subject to all the terms of this Agreement. PerfectApps, Inc. shall be entitled to charge its usual fees and charges from time to time for such Configuration or Customization services
- 4.2. Following such training, as may be specified by PerfectApps, Inc., trained employees or contractors of the LICENSEE may configure the Software in accordance with such procedures as are specified from time to time for such software by PerfectApps, Inc.

## 5. SUPPORT AND MAINTENANCE

- 5.1. Continuity of the Maintenance Fee entitles the LICENSEE to all revisions to the PerfectApps, Inc. software application so long as the LICENSEE is current on payments at the point when an update is released. Maintenance fees are for set periods and apply regardless of whether the LICENSEE chooses to apply and update during the maintenance period or not
  - 5.1.1. For on-demand accounts, maintenance is not required. The hosted application is always maintained at the most current software revision
  - 5.1.2. The LICENSEE may discontinue renewal of the Maintenance Fee on the Maintenance Renewal Date. In the event that the LICENSEE cancels, they may not rejoin at a later date. In any such case where a LICENSEE wishes to reestablish a Support and Maintenance agreement, they will need to negotiate new terms through the PerfectApps, Inc. sales process
- 5.2. PerfectApps, Inc. shall provide the Support Plan to the LICENSEE with respect to the Software from the Commencement Date for such periods in respect of which the applicable fee has been paid in advance by the LICENSEE to PerfectApps, Inc. For the avoidance of doubt, in the event that the LICENSEE has paid the applicable fee with respect to any period to an accredited PerfectApps, Inc. Partner, then that partner and not PerfectApps, Inc. shall be responsible for providing the Support Plan to the LICENSEE for that period under a separate agreement between that partner and the LICENSEE
- 5.3. The Support Plan shall comprise the following services and facilities
  - 5.3.1. Documentation is provided and continually updated to reflect the full set of PerfectApps, Inc. features. Current Documentation is available on [perfectapps.com](https://perfectapps.com)

5.3.2. An advisory and explanatory service with respect to the Software involving the provision of email consultation service to be provided between the hours of 6:00 am and 8:00 pm Eastern Standard time each day, excluding public holidays and weekends

5.3.2.1. Requests for advisory and explanatory services shall be initiated through the Support Request Form on the perfectapps.com resources page

5.3.2.2. The Service level for advisory and explanatory services shall be that PerfectApps, Inc. responds within one business day from when the request is made. The total time to completely resolve the service instance may be longer depending on the nature of the request

5.3.2.3. At the discretion of the cognizant support agent, telephone and / or virtual (web enabled) sessions with the customer may be used to resolve the request

5.3.3. Provided that the LICENSEE shall have supplied to PerfectApps, Inc. in writing where appropriate, a detailed description of any Program Error and the circumstances in which it arose, a Program Error correction service which will include the provision of updates or Workarounds as soon as reasonably possible (taking into account the seriousness of the loss of Specified Functionality) to correct the Software

5.3.4. Regular communication from PerfectApps, Inc. to the LICENSEE providing information on matters of general interest with respect to the Software

5.3.5. Notification of the availability of Upgrades, although PerfectApps, Inc. reserves the right to charge for the supply of Upgrades and for consultancy and other services in connection with the installation of Upgrades at PerfectApps, Inc. standard charges from time to time

5.3.6. Providing the assistance to the LICENSEE set out in clause 5.7

5.4. The Support Plan specifically shall not comprise the following services and facilities

5.4.1. An advisory and explanatory service to users of the Software who have not attended the appropriate level of training or who have not adequately reviewed the Licensed Materials, FAQ's release notes, knowledge base and other information materials provided by PerfectApps, Inc. or an accredited PerfectApps, Inc. Partner from time to time

5.4.2. Modifications to the Software (including but not limited to additional reports) carried out by PerfectApps, Inc. or an accredited PerfectApps, Inc. Partner other than modifications that may be necessary or carried out under the Support Plan

5.4.3. Unless otherwise agreed by PerfectApps, Inc., travel to and attendance at the LICENSEE's premises to provide Support Plan services



- 5.5. The LICENSEE will provide such access to the Software, if necessary, at the LICENSEE's premises during the periods specified in clause 5.3.2 as PerfectApps, Inc. reasonably requires to provide services under the Support Plan. The LICENSEE shall comply with its obligations under applicable health and safety regulations with respect to the provision of such access and facilities to PerfectApps, Inc. PerfectApps, Inc. will take all practical steps to ensure that its personnel will, whenever on the LICENSEE's premises, obey all security and health and safety standards, procedures and directions notified to it by the LICENSEE
- 5.6. If the LICENSEE wishes to take advantage of the internet support element of the Support Plan, then it shall ensure at its own cost that its computer installation includes the necessary internet connections, infrastructure, and communications software to enable the internet support to be operational
- 5.7. In the event that a Program Error causes corruption of the LICENSEE's data before the LICENSEE is able to detect the error, and provided that the LICENSEE is current on all applicable fees, PerfectApps, Inc. shall provide reasonable assistance to the LICENSEE to restore the LICENSEE's data to the condition in which it would have been had the Program Error not occurred, subject to regular and proper data backups having been taken and stored safely by the LICENSEE. PerfectApps, Inc. gives no warranty that it will be able to restore the LICENSEE's data
- 5.8. Where a request under the Support Plan arises as a result of a Disabling Event, PerfectApps, Inc. shall be entitled to charge its normal fees and charges from time to time for the services provided
- 5.9. PerfectApps, Inc. may increase the Service or Maintenance Fees from any Renewal Date provided that any increase must be communicated to the LICENSEE not less than two months prior to such date
  - 5.9.1. PerfectApps, Inc. reserves the right to charge for advisory and explanatory services where a disproportionate level of support is required for a LICENSEE

## 6. TERM AND TERMINATION

- 6.1. This Agreement may be terminated
  - 6.1.1. Immediately by PerfectApps, Inc. at any time after the Support Plan has been terminated
  - 6.1.2. Immediately by PerfectApps, Inc. if the LICENSEE fails to make any payment on the due date therefore and payment shall not have been made within 14 days of a written request for the same

6.1.3. Immediately by either party if the other commits any material breach of any term of this Agreement (other than one falling within clause 6.1.2 above) and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same

6.1.4. Immediately by either party in the case of voluntary or involuntary insolvency or bankruptcy

6.2. Any termination of this Agreement pursuant to this clause 6 or clause 9.3 shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party, nor the coming into or continuance in force of any clause which is expressly or by implication intended to come into or continue in force on or after such termination

## 7. WARRANTIES

7.1. PerfectApps, Inc. warrants that it will provide the services under this Agreement with reasonable care and skill, provided that any liability accepted by PerfectApps, Inc. under clause 7.1 shall be limited by clause 8.2

7.2. Notwithstanding any other provision of this Agreement, PerfectApps, Inc. does not warrant that use of the Software will meet the LICENSEE's data processing requirements nor that the operation of the Software will be uninterrupted or error-free

## 8. LIMITATION OF LIABILITY

8.1. SUBJECT AS OTHERWISE PROVIDED IN CLAUSE 7, ALL CONDITIONS, DUTIES, WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE IN RELATION TO THE SOFTWARE OR ITS MAINTENANCE INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS, OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF LACK OF NEGLIGENCE, OF TITLE, OF QUIET ENJOYMENT, OF QUIET POSSESSION, OF CORRESPONDENCE TO DESCRIPTION, OF NON-INFRINGEMENT, WITH REGARD TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, OR RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW

8.2. SUBJECT AS OTHERWISE PROVIDED IN CLAUSES 7 AND 8.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERFECTAPPS, INC. SHALL BE UNDER NO LIABILITY TO THE LICENSEE FOR ANY LOSS, DAMAGE OR INJURY, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR CONFIDENTIAL OR

OTHER INFORMATION, BUSINESS INTERRUPTION, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH, REASONABLE CARE OR NEGLIGENCE AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE LICENSED MATERIAL, THE PROVISION OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, HOWSOEVER ARISING, AND WHETHER OR NOT CAUSED BY THE TORT (INCLUDING NEGLIGENCE), FAULT, STRICT LIABILITY, BREACH OF CONTRACT OR WARRANTY OR MISREPRESENTATION OF PERFECTAPPS, INC. ITS EMPLOYEES OR AGENTS, EVEN IF PERFECTAPPS, INC. SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR INJURY, SAVE THAT PERFECTAPPS, INC. SHALL ACCEPT LIABILITY WITHOUT LIMIT FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF PERFECTAPPS, INC.

- 8.3. Subject to clause 8.4, in each year of this Agreement, PerfectApps, Inc.'s total aggregate liability for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the Maintenance Fee (if any) received by PerfectApps, Inc. in the 12 months prior to the event giving rise to liability. The LICENSEE releases PerfectApps, Inc. from all obligations, liabilities, claims or demands in excess of this limitation and acknowledges and agrees that other parts of this Agreement rely upon the inclusion of this section and the resulting allocation of risks. If the LICENSEE has acquired the Software in a jurisdiction that does not allow the exclusion or limitation of incidental or consequential damages, to the extent only that such provisions are contrary to the laws of such jurisdiction, the above limitation or exclusion may not apply to such LICENSEE
- 8.4. PerfectApps, Inc.'s aggregate liability for negligence, breach of contract, misrepresentation or otherwise for modifications made by PerfectApps, Inc. to the Software pursuant to clause 4 shall in no circumstances exceed the total payments received by PerfectApps, Inc. from the LICENSEE in connection with such modifications. PerfectApps, Inc. shall have no liability of any nature whatsoever for modifications made to the Software by the LICENSEE or any third party, whether or not made in accordance with clause 4.2

## 9. FORCE MAJEURE

- 9.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control, including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, internet disturbances, requirements, or regulations of any civil or military authority (an "Event of Force Majeure")
- 9.2. Each of the parties hereto agrees to give notice immediately to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure
- 9.3. If a default due to an Event of Force Majeure shall continue for more than 3 months, then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any

liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure

## 10. GENERAL

- 10.1. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party
- 10.2. The LICENSEE shall not assign, transfer, charge, delegate or make over or purport to assign, transfer, charge, delegate or make over this Agreement or any of its rights or obligations hereunder or any part thereof without the prior written consent of PerfectApps, Inc., such consent not to be unreasonably withheld or delayed, and any purported transfer, assignment or delegation without such prior consent will be null and void and of no force or effect. This Agreement does not create any right enforceable by any person not a party to it
- 10.3. All disputes, claims or controversies arising out of this Agreement or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Texas without regard to its rules of conflict of laws. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of Tarrant County, Texas or the Federal Court for the Northern District of Texas (“Texas Courts”) for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Texas Courts and agrees not to plead or claim in any Texas Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are subject to the jurisdiction of the Texas Courts
- 10.4. This Agreement replaces and supersedes all previous agreements (if any) between PerfectApps, Inc. and the LICENSEE in connection with the support and maintenance of Software supplied to the LICENSEE by PerfectApps, Inc. PerfectApps, Inc. reserves the right, and LICENSEE acknowledges and agrees that PerfectApps, Inc. may unilaterally make reasonable changes to these terms and conditions without prior notice. (Which shall exclude changes to fees within the period prior to the applicable renewal date)
- 10.5. Any notice request instruction or other documents to be given hereunder shall be delivered or sent by first class post or by facsimile or email to the address of the other party set out in this Agreement (or such other address as may have been notified), and any such notice or other documents shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting (if sent by facsimile or email) upon the completion of transmission

- 10.6. The LICENSEE may, from time to time, provide suggestions, comments, or other feedback ("Suggestions") to PerfectApps, Inc. with respect to the Software or Support Plan. Both parties agree that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by the LICENSEE, shall not, absent a separate written agreement, create any confidentiality obligation for PerfectApps, Inc. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, PerfectApps, Inc. shall be free to use, disclose, reproduce, license, or otherwise distribute, and exploit the Suggestions provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise

## 11. DATA PROTECTION

- 11.1. The LICENSEE acknowledges that in connection with the performance of its obligations under this Agreement, PerfectApps, Inc. may carry out Processing on Personal Data and sensitive personal data relating to employees of the LICENSEE. PerfectApps, Inc. shall use its best endeavors to carry out such Processing in compliance with any applicable data protection legislation in force from time to time and shall, without limitation to the foregoing
  - 11.1.1. Take appropriate technical and organizational measures against unauthorized or unlawful processing of LICENSEE Personal Data and against accidental loss or destruction of, or damage to, LICENSEE Personal Data
  - 11.1.2. Only disclose LICENSEE Personal Data or information extracted from such data to third parties with the prior written approval of the LICENSEE
  - 11.1.3. In the event that PerfectApps, Inc. is compelled to conform to edicts of the law, to respond to subpoenas, to court orders or legal processes, then, subject to any restrictions, PerfectApps, Inc. shall promptly notify such employee of the LICENSEE of such request and respond promptly to any request for information made by the LICENSEE in respect of such subject access
- 11.2. The LICENSEE acknowledges that it is solely responsible for the creation of all LICENSEE Personal Data upon which PerfectApps, Inc. carries out Processing under this Agreement. The LICENSEE shall make, obtain and maintain all necessary notifications authorizations and consents the LICENSEE is required to have for the Processing of LICENSEE Personal Data to be carried out by PerfectApps, Inc. under this Agreement. PerfectApps, Inc. acknowledges that LICENSEE Personal Data in the possession of PerfectApps, Inc. shall at all times remain the property of LICENSEE
- 11.3. The LICENSEE hereby instructs PerfectApps, Inc. to carry out such Processing on LICENSEE Personal Data as is reasonably required by PerfectApps, Inc. to perform its obligations under this Agreement. The LICENSEE may vary the instruction given by this clause 11.3 with respect to the Processing of LICENSEE Personal Data at any time by written notice to PerfectApps, Inc., provided that PerfectApps, Inc. shall have no liability of any kind to the LICENSEE for any loss or



damage suffered by or claim made by any person against the LICENSEE arising directly or indirectly from PerfectApps, Inc. complying with such notice