

Software as a Service Agreement

CAREFULLY READ THE FOLLOWING AGREEMENT! THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT THE RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS WITHIN THIS AGREEMENT. BY CLICKING ACCEPT TO THIS AGREEMENT YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK ACCEPT.

THIS SOFTWARE AS A SERVICE AGREEMENT (the "**Agreement**") by and between Kimberly-Clark Services, Inc., a Wisconsin company with its principal address at 2100 Winchester Avenue, Neenah, WI 54956 (hereinafter "**K-C**") and Your organization (hereinafter "**Licensor**" or "**Company**") sets forth the terms and conditions whereby Licensor agrees to license certain software to K-C as a hosted software as a service and provide all other services necessary for K-C's productive use of such software ("Software as a Service").

"You" or "Your" means the person or company in association with the Agreement.

THIS AGREEMENT in consideration of the mutual covenants contained herein, K-C and Licensor hereto agree as follows:

1. License

1.1. License Grant

Subject to the terms and conditions of this Agreement, Licensor hereby agrees to grant to K-C and its affiliates, a nonexclusive, irrevocable, transferrable, world-wide right and license to access, use, operate, display, or otherwise interact with via an interface, the software and documentation, including multiple versions or releases of the foregoing on multiple operating platforms or devices, if applicable.

In the event Licensor licenses an application programming interface ("API") to K-C, the definition of which is a set of defined methods of communication between various software components, the following provisions shall apply:

API Uses. The license grant for an API includes no restrictions on volume and an unconstrained use of data collected via the use of an API. Additionally, K-C owns the data generated and has the right to distribute/use the API and such generated data in products, services and other uses for the advancement of K-C. Partners, consultants, and contractors under the direction of K-C with written permission from K-C may not be restricted from use of the API. Cost of the API will be defined as a one-time purchase free of additional usage fees.

2. Services

2.1. Scope of Services

Licensor shall provide Software as a Service in the manner described in a written proposal including service levels, configurations, host, and maintenance of service and user access. If warranted Licensor shall be responsible for installing, configuring and maintaining the software in the hosting environment. If applicable, a statement of work will define the scope of work for a particular project assignment under this Agreement ("Statement of Work"). If warranted the applicable Statement of Work will specify each party's specific

project manager, Licensor personnel assigned, type of services, skill levels provided, location and approximate length of project assignment, applicable hourly rates or fixed amounts, all deliverables and their due dates, and acceptance criteria for successful completion of the project assignment.

At all times, Licensor or its subcontractor shall retain ownership of the Licensor servers, together with any associated equipment, hardware, software, and other software components utilized by Licensor in providing services to K-C hereunder.

2.2. K-C Information

"K-C Information" means all K-C provided data and/or information, including but not limited to, PII, K-C's proprietary technology, software tools, controls, designs, calculations, algorithms, analyses, class libraries, graphics, text, objects, and documentation (both printed and electronic) that (i) is directly or indirectly provided to Licensor by, through or on behalf of K-C; and/or (ii) is input into or generated by the use of the software; (iii) is stored, posted, transmitted, displayed, submitted, or generated by the use of the software; and/or (iv) that Licensor has access to as a result of the Agreement.

2.3. Invoices; Payment

All payments shall be due net one hundred twenty (120) days following K-C's receipt of Licensor's complete and accurate invoice. Licensor agrees to use K-C's electronic ordering and invoicing system and to receive payment from K-C via an electronic method, when and where available. Invoices for license fees shall be provided after acceptance of the software and/or deliverables, and shall identify the software or Statement of Work, as applicable, the period covered, and K-C's purchase order number.

2.4. Billing Disputes

The parties will work in good faith to resolve billing disputes and such disputes shall not be cause for non-performance under this Agreement. Licensor is not permitted to suspend any part of the services where: (a) K-C is reasonably disputing any amount due to Licensor; or, (b) any unpaid but undisputed amount due to Licensor is less than one hundred twenty (120) days in arrears.

3. Warranties

3.1. Intellectual Property

Licensor represents and warrants: (i) it owns or is a valid licensee of the software and documentation, and all copyrights and any other intellectual property rights existing therein; (ii) the software, documentation, services and deliverables do not infringe on any third party intellectual property rights and there is currently no actual or threatened suit against Licensor by any third party based on an alleged violation of such right to the best of Licensor's knowledge; (iii) contingent upon K-C's proper use, that K-C's use of the software, services and deliverables does not and shall not infringe on any third party intellectual property rights; and (iv) that it has the right to license and has licensed the software and documentation to K-C hereunder. To the extent that any third party code is incorporated in the software and documentation, Licensor shall disclose any such third

party code and the specific license terms and conditions governing such third party code.

Licensor represents and warrants that, as of the Effective Date and continuing during the term of the applicable Agreement, Licensor shall maintain in-force any third-party agreements with respect to any software that is incorporated into the services or are necessary for the use or performance of the services.

3.2. Conformance of Software

Licensor represents and warrants that, as of the Effective Date and continuing during the term of this Agreement: (i) the software will perform in accordance with applicable specifications contained in the latest release of the documentation; (ii) the software will be reasonably free from any errors; (iii) the software and services will be free of security vulnerabilities; (iv) Licensor will have developers attend annual training for system development life cycle which includes secure coding standards; and (v) Licensor will implement any recommended security modifications. For purposes of this warranty, applicable specifications shall include the correct operation of date and time processing.

In the event that Licensor breaches one of the warranties contained in this subsection, Licensor shall promptly notify K-C upon discovery. In the event K-C discovers Licensor's breach of one of the warranties contained in this subsection, K-C may promptly notify Licensor in writing of any such nonconformance or error. Licensor shall, within thirty (30) days of such discovery or receipt of written notification, either correct nonconformance or error, or provide K-C with a plan acceptable to K-C for correcting the nonconformance or error. If the nonconformance or error is not corrected, or if an acceptable plan for correcting them is not established during such period, K-C may, by giving Licensor written notice thereof, terminate the service.

3.3. Open Source Materials

Licensor will remain compliant with all open source licenses. This will apply to all licensing environments.

3.4. Compliance with Laws and Anti-Corruption

Licensor shall comply with all applicable laws at all times, regardless of whether such compliance is related to this Agreement. Notwithstanding the foregoing, Licensor shall conduct its business in compliance with the requirements of the US Foreign Corrupt Practices Act and the United Kingdom's Bribery Act of 2010 even if these laws are not otherwise applicable to Licensor and shall not engage in activities that support boycotts in other countries (when the boycotts are not sanctioned by the United States), or engage in any other restrictive trade practices in violation of United States' export administration laws and regulations.

Licensor acknowledges that K-C information might contain personal information, the processing of which is subject to various privacy laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which K-C may be subject, including privacy laws. Licensor shall in good faith execute any and all agreements that K-C is required to have Licensor execute in order that K-C can comply with any privacy laws. Furthermore, Licensor and Licensor personnel shall comply, and each shall cause its contractors and

subcontractors to comply, at their own expense with any applicable privacy laws.

4. Compliance with Data Protection Laws Based on EU General Data Protection Regulation

Where personal identifiable information ("PII") furnished to Licensor originates from a member country of the European Union ("EU"), European Economic Area, Switzerland, Russia, or another jurisdiction with data protection laws based on the European Union General Data Protection Regulation ("GDPR"), as indicated by K-C, Licensor certifies compliance with national laws based on the regulation as follows:

(a) If Licensor is a processor of the PII, as "processor" is defined in the EU GDPR, Licensor agrees to process the PII only according to K-C's instructions and to take appropriate technical and organizational measures to protect the PII against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

(b) If Licensor is a control of the PII, as "controller" is defined in the EU GDPR, Licensor will comply with all of its obligations as a controller in all relevant jurisdictions.

(c) Licensor will transfer the PII only to jurisdictions that have been deemed by the EU or by the relevant national authorities to provide an adequate level of data protection.

(d) To the extent that Licensor transfers the PII to the United States, Licensor has certified to the United States Department of commerce licensor's compliance with the "Privacy Shield" OR Licensor has obtained approval for Binding Corporate Rules ("BCRs") to protect PII transferred from each relevant jurisdiction and will maintain such BCRs during the period in which Licensor processes PII from K-C.

(e) Licensor will cooperate with K-C to prepare and execute any required international data transfer agreement(s) with EU-approved standard contract clauses.

5. Data Security

5.1. Security Program

Licensor represents that, as of the Effective Date and continuing during the term of this Agreement, Licensor will establish and maintain adequate and appropriate environmental, security, and other safeguards. Licensor will follow a cyber-security framework of current standards and controls against relevant criteria such as those outlined by International Standards Organization ("ISO") 27001/27001, National Institute of Standards and Technology ("NIST"), Center for Internet Security ("CIS") Critical Security Controls, Control Objectives for Information and Related Technologies ("COBIT"), Open Web Application Security Project ("OWASP") or other acceptable industry standards, as approved by K-C in writing. This includes a comprehensive written information security program, including security procedures, practices, and safeguards and technical and organizational controls that are designed to (i) ensure the security and confidentiality of the K-C Information, including personal information while the K-C Information is in its possession, custody or control; (ii) prevent a breach or malicious code infection of the software and/or services and protect against any anticipated threats or hazards to the security or integrity of the K-C Information;

(iii) protect against the unauthorized or unlawful access, use, monitoring, processing, or disclosure, and the unlawful or accidental alteration, destruction, loss, or damage of any K-C Information being processed by, stored by, or transmitted to or from, Licensor; (iv) ensure the proper return or disposal of K-C Information; and, (v) ensure that Licensor personnel and all subcontractors engaged by Licensor to assist Licensor in providing software and services to K-C, if any, comply with all of the foregoing.

Such information security program shall be appropriate to the size, complexity, and the nature and scope of Licensor's activities under this Agreement, and to reasonably and appropriately protect the security, confidentiality, integrity, and availability of K-C Information that Licensor processes and shall provide for: (i) the security systems, computers, and technologies, including firewalls, intrusion detection, and encryption, including the use of encryption and other secure technologies in connection with any transfer, communications, or remote access connectivity involving K-C Information, (ii) physical security procedures, including physical access control, security guards, and regular monitoring of all work areas, (iii) background checks on Licensor personnel, (iv) restriction of use and copying of K-C Information on a "need-to-know" basis and only at authorized locations, (v) regular monitoring of the transport and storage of K-C Information, (vi) regular monitoring of password procedures, and (vii) regular and random monitoring of Licensor personnel providing services or working on K-C systems and programs. Licensor covenants that it will implement security practice improvements and patch security vulnerabilities in the software and services as may be necessary to respond to evolving and newly discovered security threats and vulnerabilities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within ninety (90) days from the date vulnerabilities are formally identified by an accredited source such as the National Vulnerability Database ("NVD") or the software manufacturer. No less than annually, Licensor shall conduct an independent third-party audit of its information security program and provide such audit findings to K-C and shall implement any required safeguards as identified by such audits.

5.2. Software and Services

Licensor represents and warrants that the software and services have been designed, developed, tested, and maintained according to generally accepted industry standards and practices (meaning those reasonably expected of a diligent licensor providing similar software and services to Fortune 500 companies) to appropriately safeguard the software and services (including any K-C Information and personal information posted, transmitted, displayed, submitted, or generated by or through software or services) against accidental or unauthorized access and/or interference by third parties, intrusion, theft, destruction, loss or alteration.

Licensor abides by a policy of least privilege for granting logical access to systems and for employees by granting access only to the systems they are required for their job functions. This includes operating system permissions, file access, user accounts, application to application communications, APIs, and other relevant authorization components.

Licensor shall ensure proper data segregation of K-C Information from that of other Licensor's customer data. Application instances and data stores shall be architected with appropriate measures to prevent unauthorized access to K-C data. This involves hardening the data store as well as the application to ensure data segregation.

Both Licensor and K-C agree to promptly notify each other about any litigation, eDiscovery, or preservation hold activities regarding K-C-owned data. Both Licensor and K-C will reasonably cooperate under the governing law and regulations with regard to any litigation, eDiscovery, or preservation hold activities.

Licensor shall protect the confidentiality and integrity of K-C's Information in regard to data in transit, data in use, and data at rest so that it is not altered or tampered with thus preserving the integrity of the data. Licensor will also promptly notify K-C of any circumstances where K-C data may be accessed or seized due to local laws and regulations or applicable reasons and provide K-C with the opportunity to intervene where possible.

Licensor will notify K-C of any geographical changes for hosting and storage of K-C-owned data at least ninety (90) days prior to making such change and at least one hundred eighty (180) days prior to making such change if the change includes a change in country.

K-C shall have the right, on an annual basis and at its sole expense, to have a qualified third party perform an audit of Licensor's security practices and controls; the scope of which shall measure standard operating procedures and software design, development and testing practices against relevant criteria such as those outlined by ISO 27001/27002, NIST, CIS Critical Security Controls, COBIT, MITRE Corporation Common Weakness Enumeration ("CWE"), Software Engineering Institute's Computer Emergency Response Team ("CERT") Secure Coding Standards, or other acceptable industry standards. Following completion of such audit, K-C shall notify Licensor in writing of any deficiencies in comparison to such standards ("Deficiencies"). Licensor shall, within thirty (30) days of such written notification, either correct such Deficiencies or provide K-C with a plan reasonably acceptable to K-C for remediating the Deficiencies. Unless and until (i) the Deficiencies are remediated, or (ii) an acceptable plan for remediating such Deficiencies is agreed to by the parties, K-C may exercise such rights and remedies it deems appropriate under the circumstances, including, without limitation, offsetting the cost of the subject audit against payments otherwise due Licensor. Further, such Deficiencies that have not remediated shall be deemed a material breach of the Agreement. Licensor shall bear all reasonable costs for retesting performed to verify the remediation of any Deficiencies.

5.3. Encryption

Licensor shall appropriately encrypt all data in transit utilizing strong cryptographic mechanisms such as secure shell protocol ("SSH"), tokenization, certificates, public key infrastructure ("PKI"), virtual private network ("VPN") or transport layer security ("TLS"). Data in transit is commonly delineated into two primary categories – data that is moving across public or "untrusted" networks such as the internet, and data that is moving within the confines of private networks such as corporate local-area networks ("LANs").

When Licensor hosts or stores K-C-owned Information, Licensor will apply encryption of data at rest. Data at rest is data that is commonly located on desktops and laptops, in databases and on file servers. In addition, subsets of data can often be found in log files, application files, configuration files, and many other places.

Encryption solutions will be deployed through the use of Federal Information Processing Standard ("FIPS") 140-2 approved encryption mechanisms. Licensor shall provide an automated remote key with an established update method that protects the confidentiality and integrity of the cryptographic keys.

6. Security Incidents

Upon becoming aware of a security incident involving K-C Information Licensor shall (i) immediately investigate the reasons for and circumstances surrounding such security incident, preserving any potential forensic evidence relating to the security incident; (ii) as quickly as circumstances permit, plan and take reasonable and appropriate actions to identify and mitigate all vulnerabilities that were exploited, remove any malicious code, inappropriate materials and other components and implement those security measures necessary to ensure that a similar security incident cannot occur and restore the software and/or service to normal operation; (iii) within twelve (12) hours after discovery provide to K-C both oral and written notice of the security incident, (iv) within two (2) days of discovery, provide a written report to K-C summarizing in reasonable detail when and how the breach was discovered; the K-C Information that was accessed, used or disclosed; the person(s) who accessed, used and disclosed and/or received the K-C Information (if known); the impact on K-C and/or individuals affected by such security incident; the nature and duration of the security incident; the cause thereof, and the corrective action taken or proposed to be taken by Licensor; (v) cooperate with K-C to immediately contain and remediate, to the extent practicable, the harmful effects of the subject security incident; (vi) consult in good faith with K-C regarding remediation efforts; and (vii) make all reasonable efforts to assist and cooperate with K-C in K-C's, or any government body's, investigation of any security incident.

Pursuant to such consultation, Licensor shall undertake remediation efforts at its sole expense and reimburse K-C for K-C's reasonable costs or expenses (including, without limitation, administrative costs, costs of legal action and attorney engagement, and payment of fines, penalties, settlements, and damages) incurred in connection with the security incident and remediation efforts. Remediation efforts required by law (applicable to K-C, Licensor or both) must be carried out and are not dependent upon the completion of the consultation process, although both parties shall use good faith efforts to discuss remediation efforts required by law during the consultation process.

Licensor shall keep K-C reasonably informed regularly, either on a daily basis or with a frequency approved by K-C, of the progress of its security incident response activities. Licensor shall not make any public announcement (including, without limitation, website postings, and press releases) or notify affected individuals regarding such security incident without K-C's prior written approval, which approval shall not be unreasonably withheld.

7. Business Continuity

As part of the services, Licensor is responsible for maintaining a backup of K-C Information, for an orderly and timely recovery of such data in the event that the services may be interrupted. Procedures must be established and kept up to date to ensure that essential functions can continue during and after a disaster. Licensor agrees to make incremental and full backups and follow business continuity and disaster recovery procedures from relevant cyber-security frameworks such as ISO 27001 or the NIST. Licensor will perform a yearly business continuity test to ensure systems can provide orderly and timely recovery. Upon K-C's request, Licensor will share the results of the test, including reasonable detail and information to provide K-C assurance that processes and procedures are functioning effectively.

8. Indemnification; Limitation of Liability

8.1. Indemnification by Licensor

Licensor will defend, indemnify and hold K-C and its affiliates, shareholders, directors, officers, employees, and other agents harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, court costs, and expenses incidental thereto) directly or indirectly arising from or related to (i) any actual or alleged claim that the software, documentation or services, or their use, sale, disclosure, execution, reproduction, modification, adaptation, distribution, performance or display, infringes, misappropriates, or violates any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world; (ii) any claims arising out of the negligence or intentional misconduct of Licensor, its employees or subcontractors, (iii) any claims arising out of the failure of Licensor to perform its obligations imposed herein; or (iv) any claims arising out of or relating to any act, error or omission, or misconduct of Licensor, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, claims arising out of or relating to bodily injury (including death) or damage to tangible personal or real property. K-C shall promptly notify Licensor of all such claims. Licensor, at its option, may control the defense of any claim subject to the foregoing indemnity and K-C will cooperate with Licensor in such defense in all reasonable respects, at no cost to K-C. In no event shall the Licensor settle any such third party claim by making any agreement that would cause K-C to lose any rights under this Agreement without K-C's prior written consent. If K-C's continued use of the software or services is threatened as a result of any such infringement, misappropriation, or violation of third party rights, Licensor shall, at K-C's option and at no charge to K-C, and in addition to K-C's other rights and remedies, (a) secure for K-C the right to continue using the software and services as allowed under this Agreement, (b) modify or replace the infringing components of the software and services so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (c) refund to K-C all amounts paid by K-C relating to the software and services. Licensor shall pay to K-C any sums due within thirty (30) days of written notice by K-C.

8.2. Indemnification by K-C

K-C will indemnify and hold Licensor harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any third party claim that the K-C Information infringes any copyright, patent or other intellectual property right or misappropriates any trade secret of a third party.

8.3. Limitation of Liability

EXCEPT FOR LICENSOR'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST REVENUE OR INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S LIABILITIES UNDER THIS AGREEMENT SHALL BE LIMITED TO DAMAGES NOT TO EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID AND PAYABLE BY LICENSEE UNDER THIS AGREEMENT FOR THE FIRST 12 MONTHS OF THE AGREEMENT (OR IN THE CASE THAT 12 MONTHS HAS NOT YET PASSED, AN AMOUNT THAT WOULD BE EQUAL TO 12 MONTHS OF PAYMENTS) OR (B) ONE MILLION DOLLARS (\$1,000,000). FOR PURPOSES OF THE AGREEMENT, ANY DAMAGES PAYABLE TO THIRD PARTIES SHALL BE CONSTRUED AS DIRECT DAMAGES. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM AGAINST LICENSOR IS A CLAIM COVERED BY ANY INSURANCE POLICY MAINTAINED BY LICENSOR, ANY RECOVERY OF PROCEEDS UNDER SUCH POLICY SHALL BE PAID TO LICENSEE TO THE EXTENT LICENSEE'S DAMAGES EXCEED THE FOREGOING LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (A) THERE SHALL BE NO LIMITATIONS ON LICENSOR'S LIABILITY ARISING UNDER THIS AGREEMENT OR OTHERWISE RELATING TO PRIVACY, SECURITY, INTEGRITY OR CONFIDENTIALITY OF PII; (B) LICENSEE SHALL NOT BE PRECLUDED FROM IMMEDIATELY PURSUING ANY RIGHTS OR REMEDIES IT MAY HAVE UNDER OR RELATING TO THIS AGREEMENT; AND (C) LICENSOR SHALL BE LIABLE FOR REIMBURSEMENT OF COSTS AND EXPENSES FOR REMEDIATION EFFORTS REGARDLESS OF WHETHER SUCH AMOUNTS ARE CHARACTERIZED BY ANY PARTY, GOVERNMENT BODY OR OTHER THIRD PARTY AS DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES.

9. Term and Termination

9.1. Term

The term of this Agreement shall begin on the Effective Date and continue for (3) three years unless this Agreement is terminated by K-C for convenience or is otherwise terminated under this [Section 9](#).

9.2. Effect of Termination, Return of K-C Information

Upon expiration or termination of the Agreement all use of the software and services by K-C shall cease. In addition, Licensor shall promptly extract the K-C Information from the software and services, or permit K-

C to remove such K-C Information, in XML format, including all schema and transformation definitions, along with all attachments and uploaded files in their native format and deliver it to K-C together with all K-C Information backup data and/or media and any confidential information of K-C in its possession. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. K-C agrees to pay reasonable shipping charges in connection with such return.

Upon delivery of such K-C Information to K-C upon termination, or within 7 days of written request by K-C, Licensor shall delete the K-C Information from the software and services.

9.3. Assignment of or by K-C

In the event that K-C acquires a new business that is majority owned, the new affiliate entity will become covered by this Agreement including but not limited to terms and conditions, software, subscription, and services. In the event that K-C divests a business or affiliate, the divested entity will be able to be an assignee of K-C under this Agreement.

9.4. Insurance

As of the Effective Date and continuing during the term of this Agreement, Licensor represents and warrants that it has, and shall maintain, insurance coverage as set forth herein. Within ten (10) days after execution of this Agreement, Licensor shall furnish to K-C a certificate evidencing the insurance coverage written with insurers having a current A.M. Best Rating of A- or better, which coverage shall be in full force and effect during the performance of this Agreement. Any policies written on a claims made basis shall be maintained for a period of not less than three (3) years post the termination of this Agreement. Certificate(s) will provide that K-C shall be named an additional insured on all liability policies (except Workers' Compensation, Employers Liability and any Professional Liability coverage). The workers compensation policy shall provide a waiver of subrogation to K-C. Policies shall contain an endorsement that Licensor's policies shall be primary in all instances regardless of what policies are carried by K-C. Licensor's insurance shall be primary only to the extent of its indemnification or other obligations, as outlined in this Agreement. Licensor shall provide at least thirty (30) days prior written notice to K-C of cancellation or non-renewal of any required coverage that is not replaced. All required coverages shall be obtained at Licensor's expense. Licensor's liability is not limited to the amount of insurance coverage required by this Section. In the event of any damage or loss, Licensor will fully cooperate with all insurers and K-C in the adjustment of the claim and will maintain necessary accounting of costs.

- A. Worker's Compensation and Employers Liability insurance affording compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the work or any portion of the work is performed and employers' liability insurance with limits of one million dollars (\$1,000,000) for each accident or disease.
- B. Comprehensive or Commercial General Liability insurance with a combined single limit of one million dollars (\$1,000,000) per occurrence and three million dollars

- (\$3,000,000) in aggregate, for personal injury, bodily injury (including wrongful death), and property damage liability inclusive of coverage for all premises and operations, broad form property damage, independent contractors, contractual liability for this Agreement and product/completed operations coverage.
- C. Privacy/Network Security (Cyber) liability insurance with a combined single limit of ten million dollars (\$10,000,000) per occurrence and in aggregate, covering privacy breaches and loss or disclosure of confidential information no matter how it occurs, system breach, denial or loss of service, introduction, implantation, or spread of malicious software code, communications and media liability, and unauthorized access to, or use of, computer systems.
 - D. Professional Liability Insurance shall be maintained with combined single limit of ten million dollars (\$10,000,000) per occurrence and in aggregate.
 - E. Comprehensive Automobile Liability insurance with combined single limit of one million dollars (\$1,000,000) per occurrence for injuries, including accidental death and property damage, for hired, owned and non-owned automobile.
 - F. Umbrella or Excess Liability insurance with limits not less than ten million dollars (\$10,000,000) per occurrence and in aggregate, which shall provide additional limits for employers' general liability and automobile liability insurance. This policy shall have the Comprehensive General Liability, Employer Liability, and Comprehensive Automobile Liability policies scheduled.

9.5. Choice of Law

This Agreement shall be construed and interpreted in accordance with the laws in the state of Wisconsin, without regard to conflicts of law's provisions. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts in the state of Wisconsin and expressly waive any objections or defense based upon lack of personal jurisdiction or venue. The prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with any action or proceeding between Licensor and K-C arising out of or related to this Agreement.

9.6. Use of Trademark

Licensor shall not publicize in any manner information regarding the existence of this Agreement or its terms without the written consent of K-C, provided, however, that Licensor shall not be prohibited from making disclosures to the extent required by law. Nothing set forth herein shall be construed as granting Licensor any rights or other interests in or to K-C's trademarks, service marks, or other intellectual property, except as explicitly provided herein.

9.7. Export Compliance

Licensor acknowledges that design plans, technical information and related items provided to Licensor by K-C may be subject to United States export administration laws and regulations. Licensor warrants that it shall not permit any of these items to be used, downloaded,

exported, or re-exported in violation of these laws, and shall not permit them to be used by a citizen or resident of any country on which the United States has placed an embargo or by any disqualified party named on a list maintained by the United States government. Unless otherwise noted, Licensor is solely responsible for export compliance for all services provided under this Agreement.

9.8. Supplier Social Compliance Standards

Licensor warrants and represents that it understands and conducts business in a manner consistent with K-C's Supplier Social Compliance Standards ("SSCS") which means the version located at <http://www.kimberly-clark.com/sustainability1/people/CSC.aspx> as of the Effective Date of this Agreement. This includes, at a minimum, adhering to all local laws including those related to workplace health and safety standards, labor practices, compensation, working hours, nondiscriminatory hiring practices and environmental regulatory compliance.

In the event Licensor is found not to be in compliance with local law or is conducting business in a way that is inconsistent with K-C's SSCS, then K-C shall have the right, in addition to the termination rights provided in this Agreement, to recover any fines or expenses incurred in connection with Licensor's noncompliance.

9.9. Foreign Corrupt Practices Act

In the event that Licensor is found to have made any offering of or giving, directly or indirectly through any agent or intermediary, anything of value to any person improperly to encourage that person to perform his or her job duties or functions improperly or to reward that person for having done so ("Improper Payment"), then K-C shall, in addition to the termination rights in Section 9, have the right to recover the amount or value of the Improper Payment and any fines or expenses incurred in connection with the Improper Payment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be deemed binding after clicking accept by their respective authorized representatives to be effective as of the date of acceptance.