

# **MASTER SERVICES AGREEMENT**

**between**

**WEBB COUNTY, TX**

**and**

**CLEARWATER ANALYTICS, LLC**

***[Insert Effective Date]***

## SCHEDULES AND ATTACHMENTS

Schedule 1.3  
Schedule 2.2.2

Definitions  
Access Agreement

## **MASTER SERVICES AGREEMENT**

This Master Services Agreement is made and entered into by and between Clearwater Analytics, LLC, a Delaware limited liability company with a principal place of business at 777 W. Main St., Suite 900, Boise, Idaho 83702 (“Clearwater”), and Webb County, TX, a [REDACTED] with a principal place of business at [REDACTED] (“Client”). Clearwater and the Client are referred to individually as a “party” and collectively as the “parties.”

### **ARTICLE 1 – NATURE OF THE AGREEMENT; INTERPRETATION**

**1.1 Nature of the Agreement.** The Master Terms set forth the general terms and conditions governing Clearwater’s provision of the SaaS Solution pursuant to an ordering document executed by the parties in accordance with the terms set forth in **Section 1.2** of the Master Terms (each ordering document, an “**Order Form**”). Each party acknowledges and agrees that the Agreement establishes a non-exclusive relationship between the parties.

**1.2 Order Forms.** Each Order Form shall incorporate by reference the Master Terms (but the Master Terms shall apply to each Order Form regardless of whether they are expressly incorporated by reference in the applicable Order Form) and shall contain terms and conditions that are specific to the SaaS Solution.

**1.3 Definitions.** Capitalized terms used in the Agreement shall have the meanings ascribed to them in the attached **Schedule 1.3**, in an Order Form, or in the context in which they are defined. All defined terms include both the plural and the singular.

**1.4 Conflicts.** The following order of precedence must be followed in resolving any conflicts among the terms of the Agreement: (a) first, and most senior, the terms contained in any Order Form, including its Schedules and Attachments, if any; (b) second, the terms in the body of the Master Terms; and (c) third, the terms contained in the Schedules to the Master Terms.

### **ARTICLE 2 – SAAS SOLUTION**

#### **2.1 Access and Use.**

**2.1.1 General.** Clearwater hereby grants to Client a worldwide; non-exclusive; non-transferable (except in connection with a permitted assignment of the Agreement), non-sublicensable, revocable (pursuant to the termination provisions of these Master Terms) right for Client and its Authorized Users to access and use the SaaS Solution identified in the applicable Order Form in accordance with this Agreement.

**2.1.2 Authorized Users.** Client is entitled to add an unlimited number of Authorized Users for no additional fees. Client is responsible for each Authorized User’s use of the SaaS Solution and must ensure that all Authorized Users comply with the obligations under this Agreement including any applicable Order Form.

**2.1.3 Restrictions.** Client shall not use the SaaS Solution in any manner or for any purpose other than expressly permitted by this Agreement. Client shall not: (i) use the SaaS Solution in any manner that could compete with the business of Clearwater in providing investment accounting and reporting software for third parties; (ii) create derivative works based upon the SaaS Solution other than derivative works

contemplated by this Agreement (e.g., client reports); (iii) copy, disassemble, or reverse engineer the SaaS Solution; or (iv) use the SaaS Solution for any unlawful purpose.

**2.1.4 Suggestions.** To the extent Client provides any Suggestions, Clearwater may use the Suggestions without restriction, and Client hereby irrevocably assigns to Clearwater all right, title, and interest in and to the Suggestions and agrees to provide Clearwater with any assistance that it requires to document, perfect, and maintain Clearwater's rights in the Suggestions.

**2.1.5 Training.** Clearwater will provide training in accordance with the applicable Order Form. Clearwater and Client shall mutually determine the location and scheduling for such training.

## **2.2 Data.**

**2.2.1 Provision of Client Data.** Clearwater shall have the right to use any Client Data and other Client Confidential Information solely to provide the SaaS Solution under these Master Terms and/or any Order Form. Client shall only provide Clearwater with Client Data that Client: either (1) owns; or (2) is licensed or authorized to make available to Clearwater in order for Clearwater to carry out its obligations under these Master Terms and/or any Order Form.

**2.2.2 Supplemental Data.** Use of Supplemental Data is subject to the terms required by Supplemental Data Providers set forth in **Schedule 2.2.2** (the "**Access Agreement**"). Client and its Authorized Users may only use the Supplemental Data in accordance with the Access Agreement. The version of the Access Agreement in effect as of the date of this Agreement is attached as **Schedule 2.2.2** to these Master Terms, and such schedule may be updated from time to time upon prior written notice to Client. Clearwater will endeavor to provide Client with at least sixty (60) days' notice before a change goes into effect, but may not be able to do so if Clearwater does not receive sufficient notice from the Supplemental Data Providers. Client expressly acknowledges that: (a) Supplemental Data is provided as a convenience under the Master Terms and/or any Order Form; (b) the fees under any Order Form are not intended to cover the provision of any particular Supplemental Data; and (c) Clearwater cannot guarantee the continued availability of any Supplemental Data.

**2.2.3 Additional Provisions.** From time to time, certain Supplemental Data Providers may require Clearwater to pass certain additional terms relating only to that Supplemental Data Provider. Such terms may impose further limitations on Client's use of the Supplemental Data and can be viewed as part of Clearwater's "Terms of Use" within the SaaS Solution.

## **ARTICLE 3 – FEES, INVOICING, AND PAYMENT**

### **3.1 Fees and Charges.**

**3.1.1 SaaS Solution Fees.** The applicable Order Form shall set forth all fees for the SaaS Solution to be provided by Clearwater under such Order Form (the "**Fees**").

### **3.2 Invoicing and Payment.**

**3.2.1 Invoices.** All invoices issued by Clearwater under the Agreement shall (a) set forth the Fees for which Clearwater seeks payment; (b) indicate the period to which the invoice relates; and (c) be provided electronically to Client's Invoicing Email Address.

**3.2.2 Time to Pay.** Client shall remit all net undisputed amounts due to Clearwater under the applicable Order Form within thirty (30) days following its receipt of the applicable Clearwater invoice. Clearwater may elect to charge interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

**3.3 Disputed Amounts.** If Client in good faith disputes that an invoiced amount is due and owing, then Client shall (a) pay that portion of the invoiced amount (if any) that is not disputed in good faith; and (b) promptly notify Clearwater of the good faith dispute in writing, specifying in reasonable detail in such notice the nature of the dispute. Until the dispute has been resolved, Client shall not be obligated to pay the disputed amount (and the time to pay shall be extended accordingly), and the parties shall continue performing their obligations under the Agreement. If Client has already paid a disputed amount, Client may notify Clearwater of such dispute and withhold payment of an equal amount from another invoice.

**3.4 Taxes.** Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Client will be responsible for paying all Taxes associated with its purchases, except for those taxes based on Clearwater’s net income.

#### **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES**

**4.1 Mutual.** Each party represents and warrants as of the Effective Date and as of the effective date of each Order Form, that:

**4.1.1** it is an organization duly formed, validly existing, and in good standing under the Applicable Laws of the jurisdiction in which it is organized, and it is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its duties, responsibilities and obligations under the Agreement (including each Order Form);

**4.1.2** the Agreement has been duly authorized, executed, and delivered by such party and constitutes a valid, binding, and legally enforceable agreement;

**4.1.3** the execution and delivery of the Agreement, and the performance of the covenants and agreements contained in the Agreement, are not limited or restricted by, and do not violate, any arrangement, obligation, contract, agreement, or instrument to which such party is bound or subject; and

**4.1.4** in the performance of its duties, responsibilities, and obligations under the Agreement, each party agrees that it is and shall be in compliance with all Applicable Laws.

**4.2 Clearwater.**

**4.2.1 Functionality of the SaaS Solution.** Clearwater represents and warrants that when made available for access and use by Client, the SaaS Solution will possess the functional capabilities in the applicable Order Form.

**4.2.2 Intellectual Property.** Clearwater represents and warrants that the SaaS Solution and Client’s receipt and use of the SaaS Solution and the Services in accordance with the terms of the Agreement, do not and shall not infringe upon, constitute a theft or misappropriation of, or otherwise violate, the Intellectual Property Rights of a Third Party.

**4.3 Warranty Disclaimer.** THE WARRANTIES SET FORTH IN THE AGREEMENT (INCLUDING IN ANY ORDER FORM) CONSTITUTE THE ONLY WARRANTIES OF THE PARTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## ARTICLE 5 – TERM AND TERMINATION

### **5.1 Term.**

**5.1.1 Master Terms.** The Master Terms shall be effective as of the Effective Date and, unless earlier terminated in accordance with the terms of the Agreement, shall continue in full force and effect for an initial term of one year (the “**Initial Term**”), and thereafter shall automatically renew for successive one (1)-year renewal terms (each, a “**Renewal Term**”) unless either party terminates the Agreement pursuant to the provisions of this **Article 5**.

**5.1.2 Order Forms.** Each Order Form shall commence on its effective date and shall continue in full force and effect for the term specified therein, unless earlier terminated in accordance with the terms of the Agreement (the “**Order Form Term**”).

**5.2 Termination for Convenience.** Client shall have the right to terminate the Agreement, including all Order Forms (or an individual Order Form in its entirety), for its convenience upon thirty (30) days’ prior written notice. Clearwater shall have the right to terminate the Agreement, including all Order Forms (or an individual Order Form in its entirety), for its convenience upon ninety (90) days’ prior written notice to Client.

**5.3 Termination for Cause.** If either Client or Clearwater defaults (the “**Defaulting Party**”) in any of its obligations under this Agreement, the other party (the “**Non-Defaulting Party**”) at its option shall have the right (in addition to any other remedies and rights at law or in equity) to terminate this Agreement (including all Order Forms), in whole or in part, by written notice to the Defaulting Party unless the Defaulting Party remedies the default within five (5) business days after receipt of written notice of such default.

**5.4 Termination for Insolvency.** Either party hereto shall have the right to immediately terminate this Agreement (including all Order Forms), in whole or in part, upon notice to the other: (a) in the event such other party (or any permitted successor organization) (1) ceases to do business as a going concern, (2) makes an assignment for the benefit of creditors, (3) admits in writing its inability to pay its debts as they become due, or (4) is insolvent or the subject of receivership; or (b) in the event any substantial part of the other’s property is or becomes subject to any levy, seizure, assignment or sale for, or by, any creditor or governmental agency without being released or satisfied within ten (10) business days thereafter.

**5.5 Survival.** Any provision of the Master Terms that expressly or by its nature may reasonably be understood to survive expiration or termination of the Master Terms will so survive. Any provision of an Order Form that expressly or by its nature may reasonably be understood to survive expiration or termination of that Order Form will so survive. The expiration or termination of the Master Terms or any Order Form shall not affect, and all of the terms and conditions of the Master Terms and each Order Form shall survive with respect to, any claim, demand, action, suit, or proceeding that may be asserted after the Termination Date relating to (a) rights, liabilities, or obligations that accrued prior to the Termination Date; or (b) a surviving provision.

## **ARTICLE 6 – REMEDIES AND LIABILITY LIMITATIONS**

**6.1 Attorneys' Fees and Costs.** If a party brings an action, proceeding, or claim against the other party arising out of or relating to the Agreement, or pertaining to a declaration of rights under the Agreement, the trier of fact may, in the exercise of its discretion, award the party it finds to be the prevailing party in such action, proceeding, or claim that portion or all of its fees, costs, and expenses (including court costs and reasonable fees for attorneys and expert witnesses) that it deems to be appropriate under the facts and circumstances.

**6.2 Excused Performance.** Clearwater shall not be in breach of the Agreement to the extent any failure to perform or delay in performing in accordance with the terms of the Agreement is caused by:

(a) a Force Majeure Event; or

(b) Client's material failure to perform duties, responsibilities, or obligations under the Agreement that were a precondition to Clearwater's ability to perform its duties, responsibilities, or obligations under the Agreement.

**6.3 Liability Limitations.**

**6.3.1 Types of Recoverable Damages.** EXCEPT AS PROVIDED IN SECTION 6.3.3 AND IRRESPECTIVE OF THE NATURE OF THE UNDERLYING CLAIM (WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE), NEITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT.

**6.3.2 Cap on Damages.** EXCEPT AS PROVIDED IN SECTION 6.3.3, AND IRRESPECTIVE OF THE NATURE OF THE UNDERLYING CLAIM (WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE), EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING BY OR THROUGH SUCH PARTY) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT SHALL NOT EXCEED ONE-HUNDRED PERCENT (100%) OF THE FEES PAID OR TO BE PAID UNDER THE AGREEMENT BY CLIENT TO CLEARWATER FOR THE SAAS SOLUTION IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY.

**6.3.3 Exceptions.** The terms of Section 6.3.1 and Section 6.3.2 shall not apply to any of: (a) either party's indemnification duties, responsibilities, and obligations (or a breach of such obligations); or (b) either party's gross negligence, willful misconduct, or fraud.

## **ARTICLE 7 – CONFIDENTIALITY AND SECURITY**

**7.1 Confidentiality.**

**7.1.1 Ownership.** Each party is and shall remain the sole and exclusive owner of its Confidential Information, including any copies or derivatives thereof. Except for the use and disclosure rights expressly granted in the Agreement, the Recipient is not granted any express or implied rights in or to the Discloser's Confidential Information.

**7.1.2 Duty of Care.** The Recipient shall use the same degree of care and protection with respect to the Discloser's Confidential Information that the Recipient uses with respect to its own Confidential Information of a like kind, but in all events at least a reasonable degree of care.

**7.1.3 Uses.** Without the prior written consent of the Discloser, which consent the Discloser may withhold in its sole discretion, the Recipient shall not directly or indirectly use or allow its Personnel to use the Discloser's Confidential Information except as reasonably necessary in connection with the Agreement.

**7.1.4 Exclusions.** Confidential Information shall not include information that the Recipient can demonstrate: (a) is or becomes generally known or available to the public through no fault of the Recipient; (b) after disclosure to the Recipient, was lawfully received by the Recipient from a third party not bound in a confidential relationship to the Discloser; (c) was in lawful possession of the Recipient at the time of disclosure to the Recipient, if the Recipient was not then subject to obligations of confidentiality with respect to the information; (d) is Aggregate Data; or (e) was independently developed by the Recipient without reference to the Discloser's Confidential Information.

**7.1.5 Disclosures.** The Recipient shall not directly or indirectly disclose, transmit, publish, release, or otherwise make available the Discloser's Confidential Information to any other person without the prior written consent of the Discloser, which consent the Discloser may withhold in its sole discretion. Notwithstanding the foregoing:

(a) the Recipient may disclose the Discloser's Confidential Information as permitted under the terms of the Agreement;

(b) Clearwater may disclose Client Confidential Information to any of: (i) Clearwater Personnel who or that have a reasonable need to know in connection with the Agreement; or (ii) any entity with which Clearwater and/or any of its Affiliates is contemplating a merger, consolidation, acquisition, share exchange, reorganization, divestiture, spin-off, joint venture, or other business combination; provided, however, that disclosures to a Third Party (whether under **subsection (i)** or **(ii)**) must be made pursuant to written confidentiality obligations that are at least as restrictive as those set forth in this **Section 7.1** and that include within the scope of the confidential information thereunder the portions of the Client Confidential Information that will be disclosed;

(c) the Recipient may disclose the Discloser's Confidential Information to any of the Recipient's auditors, regulators, accountants, attorneys, insurance brokers or providers, financial advisors, financing sources, and other similar advisors who or that have a reasonable need to know such Confidential Information, provided that in each of the foregoing instances the Confidential Information must be disclosed pursuant to obligations of confidentiality that are at least as restrictive as those set forth in this **Section 7.1**; and

(d) provided the disclosure is made in accordance with the terms set forth in **Section 7.1.6**, the Recipient may disclose the Confidential Information of the Discloser to the extent disclosure is required by legal process or Applicable Laws, including to comply with applicable Securities and Exchange Commission requirements.

**7.1.7 Notification and Mitigation.** If the Recipient receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the Discloser's Confidential Information, the Recipient: (i) shall use commercially reasonable efforts to give advance notice of such compelled disclosure to the Discloser in writing to allow the Discloser a reasonable opportunity to resist such disclosure and/or seek a protective order before the required time for disclosure; and (ii) if requested, shall provide reasonable

assistance to the Discloser, at the Discloser's expense, in resisting the disclosure and/or seeking a protective order to govern the disclosure. Subject to its obligations stated in the preceding sentence, the Recipient shall be entitled to comply with any binding subpoena or other process to the extent required by Applicable Law, but shall in doing so make every effort to secure confidential treatment of any Confidential Information it is compelled to disclose, and shall not disclose any more Confidential Information than is necessary to comply with the subpoena or other process.

**7.1.8 Return of Confidential Information.** Promptly following the Discloser's written request, the Recipient shall return or destroy all Confidential Information in its possession, custody, or control (including all copies thereof). The Recipient's obligation to return or destroy the Discloser's Confidential Information shall not apply to any electronic copies stored for back-up or archiving purposes that are not readily accessible by the Recipient, provided that the Recipient agrees not to restore any such back-up or archived copies for the purpose of accessing the Discloser's Confidential Information. In addition, the Recipient may retain the Discloser's Confidential Information to the extent reasonably necessary in connection with enforcement of rights or duties, responsibilities, or obligations under the Agreement.

**7.1.9 Termination of Pre-Effective Date Non-Disclosure Agreement.** If the parties executed a confidentiality or non-disclosure agreement prior to the Effective Date, such agreement shall terminate effective as of the Effective Date. From and after the Effective Date, all confidential information disclosed thereunder shall be governed by the terms of this Agreement.

**7.2 Information Security.** Clearwater shall maintain and comply with a comprehensive, documented information security program that includes appropriate legal, administrative, physical, and technical safeguards and controls to preserve the integrity, security, privacy, and confidentiality of Client Data and other Client Confidential Information in the possession, or under the custody or control, of Clearwater.

## **ARTICLE 8 – PROPRIETARY MATERIALS**

**8.1 Intellectual Property.** As between Clearwater and Client, all rights, title and interest in and to the SaaS Solution and all derivatives thereof (including all rights of patent, copyright, trademark, trade secret and other proprietary rights embodied therein or associated therewith) are and shall remain that of Clearwater, and this Agreement in no way conveys any right or interest in the SaaS Solution other than to use the SaaS Solution.

**8.2 Client Data.** As between Clearwater and Client, all Client Data that is stored, handled, used or worked on by Clearwater in its performance under this Agreement and all derivatives thereof belong exclusively to Client, and Client shall retain all rights, title and interest therein (including all rights of patent, copyright, trademark, trade secret and other proprietary rights embodied therein or associated therewith).

## **ARTICLE 9 – INDEMNIFICATION**

### **9.1 Indemnification.**

**9.1.1 Clearwater Indemnification.** Clearwater shall defend Client and its Affiliates, and their respective members, directors, officers, employees, contractors, representatives, agents, successors, and assigns (the "**Client Indemnitees**") against any demand, claim, suit, action, or proceeding asserted by a Third Party (each, a "**Third-Party Claim**"), and shall indemnify and hold harmless the Client Indemnitees from and against all Losses, in each case to the extent it is alleged that the SaaS Solution or the Services, or access to, use of, or receipt of the SaaS Solution or the Services by any Client Indemnitee in accordance with the terms of this Agreement infringes upon, misappropriates, or otherwise violates, the Intellectual Property Rights or any other proprietary right of a Third Party. If any Client Indemnitee's right to access,

use, or receive the SaaS Solution or Services is enjoined or appears likely to be enjoined, then Clearwater shall: (i) procure the right for the Client Indemnitees to continue exercising such rights; (ii) replace or modify the SaaS Solution or Services, as applicable, so that it is no longer subject to the Third-Party Claim while maintaining equivalent or better functionality and performance capabilities in a form acceptable to Client; or (iii) terminate the Agreement.

**9.1.2 Client Indemnification.** Client shall defend Clearwater and its Affiliates, and their respective members, directors, officers, employees, contractors, representatives, agents, successors, and assigns (the “**Clearwater Indemnitees**”) against any demand, claim, suit, action, or proceeding asserted by a Third Party (each also a “**Third-Party Claim**”), and shall indemnify and hold harmless the Clearwater Indemnitees from and against all Losses, in each case to the extent they arise out of or relate to Client’s or any User’s breach of the Access Agreement.

**9.2 Indemnification Procedures.** Any Indemnitee seeking defense and/or indemnification under **Section 9.1** shall promptly notify the other party in writing of the Third-Party Claim; provided, however, that the failure to give notice shall not limit these obligations except to the extent the indemnifying party is materially prejudiced thereby. Once the indemnifying party assumes control of the defense of the Third-Party Claim (and provided the indemnifying party continues to diligently defend the Third-Party Claim), the indemnifying party will have the right to control the defense and settlement of the Third-Party Claim; provided, however, that: (a) the Indemnitees will have the right, but not the obligation, to be represented by counsel of their own selection at their own expense; and (b) without the Indemnitees’ prior written consent, any settlement of the Third-Party Claim shall not adversely affect the Indemnitees’ rights hereunder or impose any obligations on the Indemnitees. The Indemnitees shall reasonably cooperate with the indemnifying party and its legal representatives in the investigation and defense of any Third-Party Claim.

## **ARTICLE 10 – DISPUTE RESOLUTION**

**10.1 General.** Except for disputes concerning Client’s payment of Fees under an Order Form, the procedures described in this **Article 10** shall be used to resolve any dispute arising out of the Agreement and not resolved in the ordinary course of business.

**10.2 Confidentiality.** All negotiations and submissions between the parties conducted pursuant to the process described in this **Article 10** shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of applicable rules of evidence. Except as required by Applicable Laws or in order to enforce any award, the parties will hold the existence, content, and results of the litigation or any mediation in confidence.

**10.3 Internal Resolution.** Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. The parties shall attempt in good faith to resolve any dispute arising out of the Agreement promptly by negotiation between authorized representatives who have authority to settle the controversy. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

**10.4 Mediation.** If the parties are unable to resolve the dispute internally, then the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (“**AAA**”) under its Commercial Mediation Rules, or other mutually acceptable mediation service. Costs of the mediation will be borne equally by the parties, except that each party will be responsible for its own attorneys’ fees and expenses. If the dispute has not been resolved through mediation within sixty (60) days after the written notice beginning the process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and either party may resort to other dispute resolution procedures.

## ARTICLE 11 – MISCELLANEOUS

**11.1 Assignment.** Neither party, nor any successor, receiver, or assignee of either party, shall directly or indirectly assign any rights or obligations under this Agreement or any Order Form, without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign its rights and obligations to any successor pursuant to a merger, reorganization to change company structure, consolidation, or sale, or to an entity that acquires all, or substantially all, of a party's assets or the business unit using, maintaining, or providing the Services, as applicable. Notwithstanding the foregoing sentence, neither party may assign any rights or obligations under this Agreement to any party that is a competitor of the other party, without the other party's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

**11.2 Waivers.** No delay or failure by a party to exercise or enforce any of its rights or remedies hereunder, and no course of dealing or performance with respect thereto, will constitute a waiver thereof.

**11.3 Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice-of-law rules or those of any other jurisdiction.

**11.4 Severability.** If any provision of the Agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by Applicable Laws: (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible; (b) such invalidity, illegality, or unenforceability will not affect the validity, legality or enforceability of any other provision hereof; and (c) any court or arbitrator having jurisdiction therefor will have the power to reform such provision to the extent necessary for such provision to be enforceable under Applicable Laws.

**11.5 Counterparts.** The Master Terms and each Order Form may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original, and all of which taken together will constitute but one and the same instrument. Counterparts may be executed in either original or electronically transmitted form, and the parties hereby adopt as original any signatures received via electronically transmitted form.

**11.6 Entire Agreement; Modifications.** The Agreement, including the Master Terms and its Schedules, and any Order Forms executed by the parties (including their Schedules), constitutes the full understanding of the parties and a complete and exclusive statement of the terms of their agreement with respect to the subject matter hereof. The Agreement, including the Master Terms and any Order Form, may be amended and supplemented only by a written instrument signed by both parties.

**11.7 Notices.** All notices or other communications permitted or required hereunder shall be in writing and may be hand-delivered, emailed or mailed by a nationally recognized overnight courier and shall be deemed given: (a) upon receipt if hand-delivered or emailed, or (b) at noon on the Business Day after dispatch if sent by a nationally recognized overnight courier, in each case addressed to the recipient at the addresses set forth below. Either party may change its notice recipients or notice addresses by giving written notice thereof to the other party in accordance with the terms set forth in this Section.

If to Client:

If to Clearwater:

[Client Name]  
[Address Line 1]  
[Address Line 2]  
[City, State, Zip]  
Attention:  
Email:

Clearwater Analytics, LLC  
777 W. Main St.  
Suite 900  
Boise, Idaho 83702  
Attention: Legal Department  
Email: legal@clearwateranalytics.com

**IN WITNESS WHEREOF**, duly authorized representatives of the parties have executed these Master Terms as of the Effective Date.

**WEBB COUNTY, TX**

**CLEARWATER ANALYTICS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1.3**

### **DEFINITIONS**

“**Account**” means a selection of Client Data mirroring Client’s account at the applicable Client Safekeeping Location.

“**Agreement**” means, collectively, this Master Services Agreement, including all Schedules and other documents attached hereto and/or incorporated herein by reference, and all Order Forms executed by the parties (including all Schedules and other documents attached to an Order Form and/or incorporated by reference in an Order Form), as any of the foregoing may be amended and/or supplemented from time to time.

“**Affiliate**” means any entity that, now or in the future, directly or indirectly, controls, is controlled by, or is under common control with, a party. For purposes of the foregoing, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of more than fifty percent (50%) of the voting or equity securities or contract or voting trust or otherwise.

“**Aggregate Data**” means (i) aggregated and anonymous data based on Client’s and its Authorized Users’ use of the SaaS Solution; and (ii) data uploaded to the SaaS Solution that has been de-identified and aggregated. Aggregate Data expressly does not include any personally identifiable information.

“**Applicable Laws**” means all laws, statutes, regulations, rules, requirements, administrative codes, ordinances, executive orders, policies, judicial opinions, decrees and other decisions having the effect of law (and any amendments to any of the foregoing), by any federal, state, or local government, authority, department, or agency in any location.

“**Authorized Affiliates**” is defined as Client’s Affiliates that have been approved by Clearwater to access the SaaS Solution under the Master Terms and any Order Form.

“**Authorized User**” is defined as (i) Client’s and its Authorized Affiliates’ employees and (ii) any third parties approved for access by Clearwater. If Client requests access for an unaffiliated Third Party that is the type of entity that customarily pays for access to the SaaS Solution (e.g., asset-managers), Clearwater reserves the right to deny the request if such Third Party is unwilling to pay for its own license to access the SaaS Solution.

“**Business Day**” means each of Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York.

“**Client Data**” means: (a) all information, data, materials and content of any kind, whether or not Confidential Information of Client, furnished or made available, directly or indirectly, to Clearwater by, or on behalf of, Client and/or processed via the SaaS Solution, including (i) information stored or entered into the SaaS Solution by, or on behalf of, Client and/or (ii) the data regarding Client’s portfolio holdings provided to Clearwater by a Client Safekeeping Location or Client; (b) all information, data, materials and content derived from the foregoing including, but not limited to, the data and output resulting from the operation of the SaaS Solution on Client Data; and (c) third-party data provided to Clearwater by, or on behalf of, Client pursuant to Client’s license with such third-party data provider(s).

“**Client Safekeeping Location**” means Client’s bank, asset manager or other investment safekeeping location.

**“Confidential Information”** means in relation to a party, confidential and proprietary information (whether in written, oral or electronic form) that: (1) either (a) is by its nature confidential, (b) is designated by that party as confidential or (c) the other party knows or ought to know is confidential; and (2) includes, but is not limited to trade secrets, know-how, inventions, techniques, processes, software programs and other information technology (IT) related information, documentation, schematics, procedures, contracts, customer databases, customer information, financial information, budgets, sales, marketing, insurance secrets, anti-money laundering and compliance data, ideas, strategies, designs, projections, business plans, real estate plans, strategic expansion plans, products and product designs, sourcing information, potential product labeling and marking ideas, unpublished information relating to the intellectual property rights of either party, Personal Data, and all communications between the parties and other non-public information relating to the either party’s business.

**“Discloser”** means the party that, directly or indirectly (including through its Personnel), has disclosed Confidential Information.

**“Force Majeure Event”** means fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other causes of a similar nature beyond the reasonable control of the affected party, but specifically excluding, when Clearwater is the affected party: (a) any labor issues involving Clearwater Personnel; (b) any non-performance by Clearwater Personnel, other than any non-performance that is caused by any of the events described above in this definition; or (c) any action, suit, claim, investigation, or proceeding against or otherwise adversely affecting Clearwater.

**“Intellectual Property Rights”** means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names and registrations and applications for the registration thereof, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications thereof; (d) trade secrets; (e) waivable or assignable rights of publicity, and waivable or assignable moral rights; and (f) any other intellectual property or proprietary rights.

**“Invoicing Email Address”** means the email address designated by Client used for receipt of Client’s invoices under this Agreement.

**“Losses”** means all losses, liabilities, damages, fines, penalties, and costs and expenses (including reasonable attorney’s fees and costs, and reasonable costs of investigation, litigation, and settlement) actually sustained or incurred by a party, including amounts paid or payable by a party to a Third Party.

**“Master Terms”** means the terms set forth in the Agreement, excluding the terms set forth in any Order executed by the parties (including all Schedules and Attachments and other documents attached to an Order and/or incorporated by reference in an Order (excluding the Master Terms)), as any of the same may be amended from time to time.

**“Personnel”** means the employees of a party or its Affiliates.

**“Recipient”** means the party that, directly or indirectly (including through its Personnel), has received Confidential Information.

**“SaaS Solution”** means Clearwater’s web-based software-as-a-service investment accounting solution.

**“Services”** means the services provided by Clearwater in providing the SaaS Solution.

“**Suggestions**” means any suggestions, enhancement request, recommendations, proposals, corrections, or other information provided by Client or any Authorized User related to the operation or functionality of the SaaS Solution.

“**Supplemental Data**” means Supplemental Data Provider data provided to Client by, or on behalf of, Clearwater pursuant to the terms of the Access Agreement but does not include (i) Client Data provided to Clearwater or (ii) Client Data provided to Clearwater by, or on behalf of, Client pursuant to Client’s license with such third-party data provider(s).

“**Supplemental Data Provider(s)**” means third parties that compile and sell financial and securities data (e.g., Thomson Reuters).

“**Termination Date**” means the last day of the Term.

“**Third Party**” means a person or entity other than Client, Clearwater, or any of their Affiliates.

**SCHEDULE 2.2.2**  
**ACCESS AGREEMENT**

**1. Introduction.** Client may have access to Supplemental Data as part of the SaaS Solution. This Access Agreement contains terms that Clearwater is required to pass through to Client in order to redistribute any Supplemental Data as part of the SaaS Solution.

**2. Ownership Rights.** Client acknowledges that Supplemental Data available through the SaaS Solution, other than Client Data, is and will remain the intellectual property of Supplemental Data Providers and that no proprietary rights are transferred to Client in such Supplemental Data.

**3 Acceptable Use.**

**3.1 Generally.** Client may only access and use Supplemental Data for activities generally involved in the management of Client's investment portfolio within the SaaS Solution. Client may not place Supplemental Data on any third-party system not explicitly authorized under this Access Agreement. Client shall not use, or permit any third party to use, Supplemental Data for any unlawful or unauthorized purpose.

**3.2 Downloads.** As part of the SaaS Solution, Client may download Supplemental Data solely for the purposes of managing Client's investment portfolio and not for any other commercial use not authorized hereunder. Client may not download Supplemental Data to place such Supplemental Data on any third-party system not explicitly authorized under this Access Agreement.

**3.3 Distribution.** Subject to potential exclusions that may be specifically communicated to Client in writing by Clearwater, Client may distribute Supplemental Data to its Authorized Users, auditors, and regulators.

**3.4 Additional Uses.** If Client wishes to access or use Supplemental beyond the parameters set forth herein, Client shall work with Clearwater to obtain authorization from the applicable Supplemental Data Provider for such access or use.

**4 Warranty Disclaimer, Limits of Liability, and Indemnification.**

**4.1 NO WARRANTY.** All Supplemental Data furnished as part of the SaaS Solution is provided "AS IS" and without warranty of any kind, express or implied, or as to merchantability, fitness for any particular purpose, or any other matter.

**4.2 LIMITATION OF LIABILITY.** To the maximum extent permitted by law, Supplemental Data Providers shall have no liability whatsoever (including liability for any direct, indirect, consequential, incidental, punitive, exemplary or special damages) to Client or any Authorized User related to Supplemental Data.

**4.3 Indemnification.** Client shall defend, indemnify, and hold harmless the Supplemental Data Providers and their respective affiliates, officers, directors, shareholders, employees, and successors and assigns from and against any and all Losses based on, arising out of, or otherwise in connection with any misuse of Supplemental Data in breach of the rights and obligations outlined in this Access Agreement.