

ACCELERATE
AT THE SPEED OF AI

Master Services Agreement

Value-Added Reseller Program

Accelerate, LLC

Version 1.0, November 2026

MASTER SERVICES AGREEMENT

This Master Services Agreement (this **"Agreement"**) is entered into by and between **Accelerate, LLC**, a Delaware limited liability company with its principal place of business at 11 Carp Road, Milford, Massachusetts 01757 ("**Accelerate**"), and the entity identified as the reseller in the Order that references this Agreement ("**Reseller**"). This Agreement is effective on the date that Order is signed by both Parties (the **"Effective Date"**). Accelerate and Reseller are each a "**Party**" and together the "**Parties**."

Recitals

Accelerate has developed and operates a proprietary, cloud-based interactive software platform that uses artificial intelligence to accelerate the implementation of enterprise resource planning (ERP) systems.

Reseller is in the business of reselling, implementing, and supporting ERP software for its clients.

Reseller wishes to obtain access to the Platform under Accelerate's value-added reseller (VAR) program to deliver implementations for Reseller's end clients, and Accelerate wishes to grant such access, on the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. STRUCTURE OF THE AGREEMENT; ORDER OF PRECEDENCE

1.1 Agreement Documents. This Agreement consists of this master document and the following documents, each of which is incorporated by reference and made a part of this Agreement: (a) the Subscription Agreement (including its Pricing Schedule) designated as Exhibit A (the "**Subscription Agreement**"); (b) the Service Level Agreement designated as Exhibit B ("**SLA**"); (c) the Acceptable Use Policy designated as Exhibit C ("**AUP**"); (d) the Data Processing Addendum designated as Exhibit D ("**DPA**"); (e) the End User Terms of Service published at https://accelerateerp.com/agreements (the "**End User Terms**"); and (f) any order forms, statements of work, or amendments mutually executed by the Parties (each, an "**Order**"). Each of the documents listed in clauses (a) through (e) is published at https://accelerateerp.com/agreements. The version of those documents that applies to Reseller is the version identified in Reseller's Order (the "Agreement Version"), as updated only in accordance with Section 12.10. Accelerate will keep each version of those documents available at that address, or at a page linked from it, for as long as any reseller remains bound by that version.

1.2 Order of Precedence. In the event of a conflict among this Master Services Agreement and the other Exhibits and documents incorporated into this Agreement, the following order of precedence applies (highest first): (a) an executed Order (but only with respect to that Order); (b) the DPA (solely as to data protection matters); (c) this Master Services Agreement; (d) the Subscription Agreement; (e) the SLA; (f) the AUP; (g) the End User Terms.

1.3 Acceptance. Reseller accepts this Agreement, including each document listed in Section 1.1 in the Agreement Version, by signing an Order that references this Agreement, whether by handwritten or electronic signature. No separate signature on this Agreement or any Exhibit is required. Each Party agrees that an Order signed by both Parties, together with the Agreement Version incorporated into it by reference, is a written agreement signed by both Parties and is enforceable to the same extent as if each document had been signed separately.

2. DEFINITIONS

2.1 "Aggregated Data" means data, statistics and information collected, maintained and processed by Accelerate, generated by or related to the use of the Platform or provision of Client Data by Reseller, End Clients or Authorized Users, and/or other third party customers and users of the Platform, that is aggregated in an anonymized manner and form that prevents the identification or description of any specific customer, user or transaction.

2.2 "Authorized User" means an employee, contractor, representative or agent of Reseller (or, where permitted under the End User Terms, of an End Client) who is authorized to access the Platform under Reseller's subscription and the terms of this Agreement.

2.3 "Client Data" means all data, files, configurations, information, materials and other content submitted to the Platform by or on behalf of Reseller and/or its End Clients, including End Client business data processed in the course of an Implementation, and such Client Data shall include, without limitation, Personal Data (as defined in the DPA).

2.4 "End Client" means a customer of Reseller for whom Reseller performs an Implementation using the Platform.

2.5 "Implementation" means a discrete ERP implementation project for a single End Client legal entity conducted through the Platform. A multi-entity rollout, re-implementation, or separately scoped phase for the same End Client constitutes a separate Implementation.

2.6 "Marks" means a Party's trade names, trademarks, service marks, titles, brands and logos.

2.7 "Platform" means Accelerate's hosted software-as-a-service interactive platform for AI-assisted ERP implementation in its entirety, including, without limitation, its tools, workflows and AI features, Accelerate's websites, dashboards and APIs, as well as all user guides, technical documentation and materials made available by Accelerate related thereto, and any updates made generally available by Accelerate.

2.8 "Subscription Term" has the meaning given in the Subscription Agreement.

3. RESELLER APPOINTMENT

3.1 Appointment and License. Accelerate hereby appoints Reseller as a non-exclusive value-added reseller authorized to use the Platform to perform Implementations for End Clients, and to market the Platform-enabled Implementation services to prospective End Clients, in each case during the Term (as

defined below) and subject to this Agreement, and Reseller hereby accepts such appointment. In connection with the foregoing appointment, during the Term and subject to the terms and conditions of this Agreement, Accelerate hereby grants to Reseller a limited, non-exclusive, non-transferable (other than to End Clients and Authorized Users), non-assignable and revocable right and license to use the Platform, solely to facilitate Implementations and otherwise perform its duties as a value-added reseller hereunder (the "**Platform License**").

3.2 No Sublicensing; No Resale of Platform Access. Reseller may not sublicense the Platform License, resell, or otherwise provide direct access to the Platform to any third party except as expressly permitted in the Subscription Agreement and the End User Terms. Reseller's End Clients (and all Authorized Users who may be personnel of such End Clients) shall receive access to the Platform, if any, solely in accordance with the End User Terms.

3.3 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship. Reseller has no authority to bind, act for or commit Accelerate in any way.

3.4 Rights Reserved. The rights to use the Platform pursuant to the Platform License are not exclusive to Reseller, and Accelerate reserves the unrestricted right to sell, license, market and distribute the Platform and all services thereunder to third parties anywhere in the world. Nothing in this Agreement shall be construed as limiting or restricting in any manner Accelerate's right to modify the Platform, or any portion or components thereof, or to engage in marketing, distribution or sales activities with respect to the Platform.

3.5 Reseller Conduct. Reseller shall use its best efforts to market, promote and resell Implementations through the Platform to End Clients in accordance with the terms of this Agreement, and shall comply with good business practices and shall diligently perform all other duties and obligations as agreed upon herein. Reseller agrees that in all correspondence or other dealings with End Clients, it will clearly disclose that it is acting as a reseller and representative of Accelerate, and not as an owner or developer of the Platform. Reseller shall represent the Platform accurately, shall make no warranties or representations on Accelerate's behalf beyond those in Accelerate's published materials, and shall not publish or utilize any false, misleading or deceptive advertising or promotional materials regarding the Platform or Accelerate, or make any statements that are inconsistent with the function, features, specifications or capabilities of the Platform. At all times, Reseller shall comply with all applicable laws in connection with its use of the Platform and its marketing and delivery of Implementations, and ensure that all End Clients and Authorized Users comply with all applicable laws in connection with their use of the Platform. Reseller shall ensure that each End Client accepts the End User Terms, through the Platform's click-through acceptance process or otherwise, before that End Client receives any access to the Platform or its outputs.

3.6 License to Marks. During the Term, Accelerate hereby grants to Reseller a limited, non-exclusive, non-transferable and revocable license to use Accelerate's Marks solely to identify Reseller as an authorized reseller and in connection with its descriptions and promotion of the Platform to End Clients, in accordance with Accelerate's brand guidelines as provided from time to time. All goodwill inures to

Accelerate. Except as explicitly set forth in any applicable Order, Reseller will not use Accelerate's Marks in any way that might reasonably result in confusion as to the separate and distinct identities of Accelerate and Reseller.

4. PLATFORM ACCESS AND SERVICES

4.1 Access. Subject to Reseller's payment of fees and compliance with this Agreement, Accelerate will make the Platform available to Reseller's Authorized Users during each applicable Subscription Term in accordance with the Subscription Agreement and the SLA.

4.2 Onboarding and Setup Services. Accelerate will provide the onboarding and setup services described in the Pricing Schedule for the applicable one-time setup fee.

4.3 Support. Accelerate will provide support as described in the SLA.

4.4 Changes to the Platform. Accelerate may modify the Platform from time to time, provided no such modification materially degrades the Platform's core functionality during a paid Subscription Term.

4.5 AI Features. The Platform includes features powered by third-party large language models hosted through Amazon Web Services (Amazon Bedrock). AI-generated output is probabilistic and may contain errors for which Accelerate is not responsible or liable in any way; Reseller is responsible for reviewing and validating all AI-assisted configurations, data mappings, and other outputs before deploying them to an End Client's production environment. Additional terms governing AI features and data handling appear in the Subscription Agreement and the DPA.

4.6 Suspension. Accelerate may in its sole discretion suspend Reseller's, and any one or more End Client's or Authorized User's right to access or use any portion or all of the Platform immediately upon written notice to Reseller and such applicable End Client or Authorized User if Accelerate determines that the use of the Platform by Reseller or any such End Client or Authorized User (a) poses a security risk to the Platform or Accelerate's Confidential Information (as defined below), (b) is connected with service attacks, spamming, misappropriation of third party rights, illegal activity or may otherwise subject Accelerate or its affiliates to any liability, or (c) constitutes a breach of this Agreement or the End User Terms. In the extraordinary event of a suspension of the Platform, Accelerate will use commercially reasonable efforts to limit the suspension only to the extent necessary to eliminate the offending activity, and may, in its sole discretion, reinstate the offending party or parties following resolution of the issues. Reseller agrees that Accelerate shall not be liable for any suspension of the Platform initiated pursuant to this Section 4.6.

5. FEES AND PAYMENT

5.1 Fees. Reseller shall pay the subscription fees, setup fees, and any upgrade fees and fees for additional Implementations and AI credits set out in the Pricing Schedule to the Subscription Agreement.

5.2 Payment Terms. Except as expressly stated otherwise in an Order, fees are invoiced annually in advance and due net thirty (30) days from invoice date. Late amounts accrue interest at the lesser of 1.5% per month or the maximum lawful rate. All fees are non-refundable except as expressly provided in

this Agreement or the SLA. Wherever this Agreement (including the SLA and the DPA) provides for a pro-rata refund of prepaid unused fees, the refund is calculated only on the annual subscription fee for the then-current Subscription Term, and does not include setup fees, fees for additional Implementations, or fees for AI credits.

5.3 Taxes. Fees are exclusive of taxes, duties, levies or similar assessments of governmental authorities of any nature. Reseller is responsible for all sales, use, VAT, and similar taxes arising from its purchases or the use by Reseller, End Clients and Authorized Users of the Platform, excluding taxes on Accelerate's net income.

5.4 Suspension for Non-Payment. Accelerate may in its sole discretion suspend Platform access on fifteen (15) days' written notice to Reseller if undisputed fees remain unpaid more than thirty (30) days past due.

6. INTELLECTUAL PROPERTY

6.1 Accelerate IP. Except for the Platform License granted in Section 3.1 and the license to Marks granted in Section 3.6, nothing in this Agreement is intended to, nor shall it be interpreted to, grant or convey to Reseller or any End Client or Authorized User any license, interest or rights, express or implied, in or to the Platform, Accelerate's Marks or any proprietary or other intellectual property rights of Accelerate. Accelerate and its licensors shall retain all right, title, and interest in and to the Platform, its software, models, workflows, templates, documentation, and all intellectual property rights related thereto, including without limitation Accelerate's Marks, and any and all improvements, enhancements, variations, modifications and derivatives thereof, including any usage data and telemetry in de-identified or Aggregated Data. Reseller shall not, and shall ensure that its End Clients and all Authorized Users shall not, (a) appropriate the Platform or Accelerate's Marks or any improvements, enhancements, variations, modifications and derivatives thereof, or challenge Accelerate's ownership thereof or rights therein, and (b) sell, transfer, lease, disseminate or otherwise make available the Platform, except as expressly provided in this Agreement, without the prior written consent of Accelerate. Reseller will promptly notify Accelerate in writing if it becomes aware that any third party has infringed or is infringing the Platform or Accelerate's Marks or any intellectual property rights of Accelerate related thereto. Accelerate will have the right to control the enforcement of its intellectual property rights at its own expense.

6.2 Client Data. As between the Parties, Reseller (or the applicable End Client) shall retain all right, title, and interest in and to Client Data, including Personal Data. Reseller hereby grants Accelerate a non-exclusive license to host, process, and transmit Client Data solely to provide and support the Platform in accordance with this Agreement and the DPA.

6.3 Aggregated Data. Accelerate shall own all Aggregated Data generated from the use of the Platform or Client Data delivered to Accelerate pursuant to this Agreement. Accelerate shall be entitled to collect, create, use, market, promote, distribute, license and sell such Aggregated Data, directly and indirectly, in any medium, form, product or service. Accelerate may collect and use telemetry and usage data in the form of Aggregated Data to operate, secure, and improve the Platform.

6.4 Work Product. As applicable, Reseller or each End Client shall own its applicable work product or other results generated through its use of the Platform, including, without limitation, reports, analysis, data and information derived from the input or delivery of Client Data in connection with the use of the Platform.

6.5 No Model Training on Client Data. Accelerate shall not use Client Data to train or fine-tune generalized machine-learning models, and shall contractually require its AI subprocessors to make equivalent commitments, as further described in the DPA.

6.6 Feedback. Accelerate may freely use suggestions or feedback provided by Reseller without obligation. Reseller hereby acknowledges and agrees that, to the extent Reseller provides Accelerate with any feedback, comments, suggestions or ideas regarding the Platform ("**Feedback**"), Accelerate shall have all right, title and interest to such Feedback and shall be entitled to freely incorporate any such Feedback into any improvements, modifications, enhancements or subsequent versions of the Platform or any new products or derivative works. To the extent that Reseller contributes, in whole or in part, to any derivative works, improvements or modifications, or provides to Accelerate any Feedback or enhancement requests, recommendations, ideas or the like, to the Platform ("**Improvements**"), Reseller hereby assigns to Accelerate all right, title and interest in and to such Improvements and Feedback, and such Improvements and Feedback shall constitute intellectual property of Accelerate covered by the protections set forth in Section 6.1.

7. CONFIDENTIALITY

7.1 Definition. "**Confidential Information**" means non-public information disclosed by one Party to the other that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including without limitation the Platform, pricing, roadmaps, and Client Data, and including information disclosed before the Effective Date, whether under a prior non-disclosure or beta participation agreement between the Parties or otherwise. Confidential Information shall not include (a) information that is or becomes public through no fault of the recipient; (b) was rightfully known by the recipient without restriction prior to disclosure by the disclosing Party, as can be demonstrated by the recipient; (c) is independently developed by the recipient without the use of the disclosing Party's Confidential Information, as can be demonstrated by the recipient; or (d) is rightfully received from a third party without duty of confidentiality.

7.2 Obligations. The recipient shall use the discloser's Confidential Information solely to perform its duties and obligations under this Agreement, shall protect it with at least reasonable care, and shall not disclose it to any third parties except to personnel and advisors who have a need to know such Confidential Information in connection with the performance of this Agreement, and who are bound by comparable confidentiality obligations. Disclosures of a Party's Confidential Information that are compelled or required by applicable laws, governmental authorities, court orders, subpoenas and the like are permitted hereunder, provided that the Party compelled to disclose Confidential Information provides the other Party with prompt written notice of such compelled disclosure where lawful, cooperates with the other Party to secure confidential treatment of such information, and only discloses Confidential Information to the extent compelled or required.

7.3 Duration. Confidentiality obligations survive for five (5) years after termination of the Term; provided that confidentiality obligations for trade secrets survive as long as the information remains a trade secret.

8. WARRANTIES AND DISCLAIMERS

8.1 Mutual Warranties. Each Party warrants that it is duly organized and validly existing, and that it has the authority to enter into and perform this Agreement.

8.2 Accelerate Warranties. Accelerate warrants that (a) during the Term, the Platform will perform materially in accordance with its documentation, and (b) it will provide all services hereunder with reasonable skill and care. Reseller's exclusive remedy for breach of clause (a) is set out in the SLA and, if Accelerate cannot restore material conformance within thirty (30) days of notice, termination of the affected subscription and a pro-rata refund of prepaid unused fees.

8.3 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED, THE PLATFORM, INCLUDING ALL DATA, CONTENT AND SOFTWARE INTEGRATED OR INCORPORATED THEREIN, IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ACCELERATE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFORMATIONAL CONTENT, AND NON-INFRINGEMENT. ACCELERATE DOES NOT WARRANT THAT AI-GENERATED OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR IMPLEMENTATION, AND RESELLER REMAINS SOLELY RESPONSIBLE FOR ITS PROFESSIONAL SERVICES TO END CLIENTS. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELERATE MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, (i) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED BY OR THROUGH ACCELERATE, AND (ii) AS TO RESELLER'S OR ANY END CLIENT'S OR AUTHORIZED USER'S USE OR QUIET ENJOYMENT OF THE PLATFORM, AND ACCELERATE SHALL NOT BE LIABLE, EITHER DIRECTLY OR INDIRECTLY, OR AS AN INDEMNITOR OF RESELLER, AS A CONSEQUENCE OF ANY IMPAIRMENT OF SUCH USE OR QUIET ENJOYMENT. ACCELERATE MAKES NO WARRANTY THAT THE PLATFORM WILL MEET RESELLER'S OR ANY END CLIENT'S OR AUTHORIZED USER'S EXPECTATIONS, REQUIREMENTS OR NEEDS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SLA, ACCELERATE DOES NOT GUARANTEE THE CONTINUOUS OR UNINTERRUPTED OR SECURE ACCESS TO THE PLATFORM. UNDER NO CIRCUMSTANCES SHALL ACCELERATE BE LIABLE FOR ANY DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE PLATFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO ACCELERATE'S RECORDS, PROGRAMS, PRODUCTS OR SERVICES.

9. INDEMNIFICATION

9.1 By Accelerate. Accelerate will defend, indemnify and hold Reseller harmless from and against any third-party claims, suits, proceedings, damages, expenses (including court costs and reasonable attorneys' fees and expenses) and recoveries (collectively, "**Claims**") to the extent that such Claims directly arise from, are based on, or result from allegations that the Platform, as provided by Accelerate and used as permitted, infringes a U.S. patent, copyright, or trademark, or misappropriates a trade secret. If, due to a claim of infringement, the Platform is held by a court of competent jurisdiction to be infringing of third party intellectual property rights, Accelerate may, at its option or expense, (a) replace or modify the Platform to be non-infringing provided that such replacement or modification contains substantially similar features and functionality, (b) obtain for Reseller a license to continue using the Platform, or (c) if neither of the foregoing is commercially reasonable in the sole discretion of Accelerate, terminate this Agreement and Reseller's rights hereunder, and provide Reseller with a refund of any prepaid, unused fees hereunder or under any applicable Order. The foregoing indemnification obligation will not apply to the extent that the Platform (x) is modified by Reseller or any End Client or Authorized User, (y) is combined with other products, processes or software such that the alleged infringement relates to such combination, or (z) is not used in accordance with the terms of this Agreement. This Section states Accelerate's entire liability for infringement.

9.2 By Reseller. Reseller will defend, indemnify and hold Accelerate and its affiliates, officers, directors, employees and agents harmless from and against any Claims to the extent that such Claims arise from, are based on, or result from (a) Client Data; (b) Reseller's services to End Clients, including any professional negligence in an Implementation; (c) the use or modification of the Platform by Reseller or any End Client or Authorized User; (d) any failure by Reseller or any End Client or Authorized User to comply with their respective obligations under any applicable law or under this Agreement (including the Subscription Agreement, SLA, AUP, DPA, End User Terms or any Order); or (e) the willful misconduct or negligent acts of Reseller or any End Client or Authorized User.

9.3 Procedure. The Party being indemnified hereunder (the "**Indemnified Party**") must give prompt notice, reasonable cooperation, and sole control of the defense to the Party providing indemnification hereunder (the "**Indemnifying Party**"); the Indemnified Party may participate with its own counsel at its own expense. The Indemnifying Party shall seek the prior written consent (such consent to not be unreasonably withheld, delayed or conditioned) of any such Indemnified Party as to any settlement which would require any payment by such Indemnified Party, would require an admission of legal wrongdoing in any way on the part of an Indemnified Party, or would affect an amendment of this Agreement. So long as the Indemnifying Party is actively defending the claim in good faith, the Indemnified Party shall not settle any such claim without the prior written consent of the Indemnifying Party. If the Indemnifying Party does not assume and conduct the defense of the claim as provided above, (a) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to the claim in any manner the Indemnified Party may deem reasonably appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (b) the Indemnifying Party will remain responsible to indemnify the Indemnified Party as provided in this Section 9.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Cap. EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT IS CAPPED AT THE FEES PAID OR PAYABLE BY RESELLER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10.3 Excluded Claims. "**Excluded Claims**" means (a) a Party's indemnification obligations under Section 9; (b) breach of Section 6 (Intellectual Property) or Section 7 (Confidentiality), excluding Client Data incidents which are addressed in the DPA; (c) Reseller's payment obligations; and (d) a Party's gross negligence, willful misconduct, or infringement of the other Party's intellectual property.

11. TERM AND TERMINATION

11.1 Term. This Agreement begins on the Effective Date and continues while any Subscription Term is in effect, unless earlier terminated in accordance with this Section 11 (the "**Term**").

11.2 Termination for Cause. Either Party may terminate this Agreement for material breach on thirty (30) days' written notice if the breach, if curable, is not cured to the reasonable satisfaction of the non-breaching Party within such notice period, or immediately upon the other Party's insolvency, assignment for the benefit of creditors, or bankruptcy filing not dismissed within sixty (60) days.

11.3 Termination for Convenience. Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other Party.

11.4 Effect of Termination. Upon the termination or expiration of this Agreement: (a) the Platform License and the license to Marks under Section 3.6 shall immediately terminate, all access to the Platform by Reseller and all End Clients and Authorized Users shall cease, and all rights and obligations of the Parties under this Agreement and arising after the date of such termination shall cease, except as otherwise expressly set forth herein; (b) Reseller shall pay all accrued and unpaid fees hereunder; (c) each Party shall return or destroy the other's Confidential Information on request; and (d) Accelerate will make Client Data available for export as described in the Subscription Agreement and DPA for thirty (30) days, after which it may be deleted. In the event that a Subscription Term or any Order is terminated without otherwise terminating any separate Subscription Term or other Order, all rights and obligations of the Parties under such terminated Subscription Term or Order and arising after the date of such termination shall cease, and the remainder of this Agreement as applied to the surviving Subscription Terms and/or Orders shall continue in full force and effect.

11.5 In-Flight Implementations. If this Agreement expires or is terminated other than by Accelerate for Reseller's uncured material breach, Accelerate will, at Reseller's written request, continue to make the Platform available for up to ninety (90) days solely to allow Reseller to complete Implementations in progress as of the effective date of termination, at Accelerate's then-current rates and subject to this Agreement.

11.6 Survival. Sections 2, 5 (as to accrued fees), 6, 7, 8.3, 9, 10, 11 and 12 shall survive the termination of this Agreement and shall continue in full force and effect following such termination.

12. GENERAL PROVISIONS

12.1 Governing Law; Venue. This Agreement is governed by the laws of the State of Delaware, without regard to conflicts-of-law rules. The Parties consent to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, and waive jury trial.

12.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except Accelerate may assign its rights and obligations under this Agreement to any successor or otherwise in connection with a merger, acquisition, or sale of substantially all of its assets, with notice to Reseller.

12.3 Notices. Notices must be in writing and are deemed given when delivered by hand, certified mail, nationally recognized courier, or email with confirmed receipt, to the addresses stated in the Order or as updated by notice.

12.4 Force Majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control (excluding payment obligations), including, without limitation, acts of God, hostile actions, sabotage, war, blockade, insurrection, riot, epidemic, natural disaster, fire or other casualty, labor strike or industrial dispute, for so long as such conditions exist, provided it uses reasonable efforts to mitigate.

12.5 Export and Compliance. Each Party shall comply with applicable export control, sanctions, and anti-corruption laws.

12.6 Publicity. Accelerate may identify Reseller as a customer/partner in its marketing materials with Reseller's prior written consent, not to be unreasonably withheld.

12.7 Equitable Relief. Notwithstanding Section 12.1, each Party acknowledges that a breach by the other Party of Section 6 or Section 7 of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party shall be entitled to seek equitable relief, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall be in addition to all other remedies available under this Agreement at law or in equity.

12.8 Entire Agreement; Amendment; Waiver; Severability. This Agreement (including the documents in Section 1.1) is the entire agreement regarding its subject matter and supersedes all prior discussions and agreements, except that any provisions of a prior beta participation agreement between the Parties that are stated to continue after Reseller signs an Order (including those covering confidentiality, Feedback, benchmarking data and indemnification) remain in effect according to their terms. Except as provided in Section 12.10, amendments to this Agreement must be in a writing signed by both Parties, which may be an Order. A waiver of any provision of this Agreement is effective only if in writing; failure to enforce any provision hereunder shall not constitute a waiver. If a provision is unenforceable, it will be modified to the minimum extent necessary to maintain the intent of such provision and the remainder enforced.

12.9 Counterparts. Any Order may be signed in counterparts, including by electronic signature, each of which is an original.

12.10 Updated Versions. Accelerate may publish updated versions of the documents listed in Section 1.1 at https://accelerateerp.com/agreements. An updated version applies to Reseller only (a) from the start of Reseller's next renewal Subscription Term, if Accelerate gives Reseller written notice of the updated version, which may be by email, at least sixty (60) days before that renewal; or (b) earlier, if Reseller signs an Order or other writing that references the updated version. Until then, the Agreement Version continues to apply to Reseller. This Section does not limit Accelerate's right to give notice of new subprocessors under the DPA or to update the End User Terms in accordance with their terms.