

MASTER SOLUTION AGREEMENT

Terms and Conditions

These Master Solution Agreement Terms and Conditions are entered into by and between your company ("**Customer**") and the applicable Aptean legal entity ("**Licensor**," and together with Customer, the "**Parties**"), both of whose details are set out in the applicable Order Form. These Master Solution Agreement Terms and Conditions, together with all amendments thereto, Statements of Work and Order Forms are collectively referred to as this "**Agreement**":

1. Exhibit A - Professional Services Terms: Exhibit A sets forth the terms and conditions under which Licensor will provide Professional Services under a Statement of Work or Order Form in connection with the Agreement.
2. Exhibit B - Software License Terms: Exhibit B sets forth the terms and conditions governing Customer's license of Software as indicated on the applicable Order Form.
3. Exhibit C – Terms Applicable to Subscription Services: Exhibit C sets forth the terms and conditions governing Customer's use of Subscription Services, as indicated on the applicable Order Form.
4. Exhibit D – Equipment Terms: Exhibit D sets forth the terms and conditions governing Customer's purchase of Equipment, as indicated on the applicable Order Form
5. Exhibit E – Data Privacy and appendix

By signing each Order Form you are agreeing that the Agreement governs the Order Form and the purchase and/or license of the Software, Subscription, Maintenance and/or Professional Services thereunder, confirming that you are authorized to do so and agreeing that each Order Form shall incorporate the Agreement, except to the extent (if any) that the Agreement is expressly varied within any Order Form or amendment.

1. Definitions.

- a. "**Affiliate**" means any entity directly or indirectly controlling, controlled by or under common control by another entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another entity, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- b. "**Customer Data**" means any data, information or material provided to Licensor or uploaded to the Subscription Services by or on behalf of Customer in the course of Customer using the Subscription Services, which may or may not include personal data, as applicable.
- c. "**Customer Equipment**" means Customer's computer hardware, software and network infrastructure used to access the Service.
- d. "**Customer Error Incident**" means any Service unavailability related to Customer's applications, Customer Data, Customer's Equipment, or the acts or omissions of any User of the Service that cause a disruption or error in Service.
- e. "**Customer Materials**" means any data or materials, provided by Customer, that are used in connection with the Software or Service Deliverables, such as technical information and functional specifications, user data, logos, photographs, compilations of facts, artwork, animations, video or audio files, or source materials for any of the foregoing.
- f. "**Documentation**" means any technical manuals, training materials, user documentation or other written materials relating to the operation and functionality of the Software that Licensor may provide to Customer.
- g. "**Equipment**" means those items of third-party hardware, equipment, or accessories specified on an applicable Order Form to be purchased by Customer and sold by Licensor. The purchase price for the Equipment shall be as set forth on the applicable Order Form.
- h. "**Equipment Maintenance**" means the equipment maintenance service provided to Customer by Licensor under Exhibit D of the Agreement and according to Licensor's maintenance and support policy for the applicable Equipment.
- i. "**Intellectual Property Rights**" means copyrights, trademarks, service marks, patents, trade secrets, database rights, design rights and other related proprietary or statutory rights that have been or subsequently exist pursuant to all applicable statutes, laws, regulations, treaties or common law in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

- j. **“Internet Disruptions”** means an action or inactions of an internet service provider that produces situations in which Customer’s connections to the internet may be impaired or disrupted, which may affect Customer’s access to the Service or Software.
- k. **“License Configuration”** means the particular components, license metrics, optional modules and languages of the Software licensed hereunder as set forth in the Order Form. License metrics may include, but are not limited to:
 - i. **“Concurrent User License”** the maximum number of users that may access the Software at any one time.
 - ii. **“Named User License”** means any individual for whom there is a unique user login account permitting such individual to access and use a component of the Software. Each Named User must be assigned a user login account and may not permit more than one person to use this user login to access or use the Software.
 - iii. **“Transaction, Server, Device, Database or Application License”** a specified number of transactions, servers, databases, applications, or other metric as set forth in the Order Form that Customer may use with the Software.
- l. **“Licensor Products and Services”** means Software (including License Configuration), Subscription Services, Professional Services, Service Deliverables, Equipment Maintenance, Maintenance Services, training services, Documentation, Equipment and other products and services provided by Licensor under the Agreement.
- m. **“Licensor Related Parties”** means, collectively, Licensor, its Affiliates, and their respective members, shareholders, partners, owners, officers, directors, employees, licensors, agents and representatives.
- n. **“Login”** means the username and password assigned by Customer for each User.
- o. **“Maintained Equipment”** means all those items of hardware and equipment that will be maintained by Licensor in accordance with the Agreement.
- p. **“Maintenance Releases”** means Software updates or version releases, including bug fixes, maintenance, support, modifications, additions and enhancements developed after the Effective Date of the applicable Order Form that Licensor generally makes available to its customers as part of Maintenance Services.
- q. **“Maintenance Services”** means the maintenance and support services provided to Customer by Licensor according to Licensor’s maintenance and support policy for the applicable Software.
- r. **“Maintenance Term”** means the term during which Maintenance Services or Equipment Maintenance will be provided as set forth in an Order Form or applicable renewal agreement.
- s. **“Order Form”** means Licensor’s order form signed by the Parties whereby Licensor agrees to supply certain Software, Subscription Services, Maintenance Services, Equipment Maintenance, Professional Services, Equipment or other products or services pursuant to the terms and conditions of the Agreement.
- t. **“Professional Services”** means services provided to Customer by Licensor in accordance with the Agreement and the applicable Statement of Work or Order Form.
- u. **“Service Deliverables”** means the items to be delivered to Customer in connection with the Professional Services pursuant to a Statement of Work or Order Form, not including Software.
- v. **“Software”** means those components of proprietary Licensor software and Third Party Software, if any, in either executable code or object code format, as set forth in an Order Form.
- w. **“Subscription Services”** means the hosted, on-demand or web-based services offered by Licensor as set forth in an Order Form.
- x. **“Subscription Term”** means the term during which Customer receives Subscription Services.
- y. **“Statement of Work” or “SOW”** means an agreement between the Parties setting forth the agreed upon scope of the Professional Services, Service Deliverables, estimated hours/work effort, billing rates and other pricing information, project schedule (if applicable) and estimated delivery dates.
- z. **“Third Party Servicers”** means third parties hired by Customer to provide services, as approved in advance by Licensor in writing. Upon Customer hiring a Third Party Servicer(s), Customer must ensure that the Third Party Servicer(s) has agreed to the following terms: (i) confidentiality terms that are substantially similar to the ones contained herein (ii) language that indicates the Software and Deliverables are owned by Licensor; and (iii) a requirement that the Third-Party Servicer use the Software and Service Deliverables only for providing services to the Customer in accordance with the license granted herein.

- aa. **“Third Party Software”** means software or data supplied by third parties that Licensor resells, distributes or otherwise provides access to as part of the Software. Customer’s use of Third Party Software is governed by (i) the license terms that either come with the Third Party Software, or (ii) are made available to Customer at legal.aptean.com accessed through the following link <https://legal.aptean.com/> which are incorporated herein by reference or (iii) are published by the applicable Third Party Software owner.
 - bb. **“User”** means any individual accessing or using the Software or Subscription Services.
- 2. **Delivery of Software.** The Software shall be deemed accepted by Customer upon electronic availability. Notwithstanding the foregoing, in the event any component of the Software is physically shipped, the Parties hereby agree that delivery of such Software shall be F.O.B. shipping point.
- 3. **Payment Terms.**
 - a. Customer agrees to provide Licensor with complete and accurate billing and contact information. This information includes Customer’s legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact.
 - b. Unless otherwise set forth in an Order Form, all payments are due within thirty (30) days of the invoice date. Except as expressly provided, all such payments are non-refundable. Invoices are not subject to offset or reduction by Customer unless approved in writing by Licensor. Customer agrees to pay a finance charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law on all past due amounts. Payment terms in the Agreement are subject to credit approval in Licensor’s reasonable discretion and may be changed based on Customer’s financial position or payment history. Customer shall reimburse Licensor for any of Licensor’s reasonable costs of collecting past due amounts. All pricing terms are confidential, and Customer agrees not to disclose them to any third party.
 - c. All prices and payments in the Agreement are exclusive of all taxes, and Customer agrees to pay all national, state and local sales, use, value-added, withholding and other taxes, customs duties and similar tariffs and fees based on the Software, and other services provided hereunder, other than taxes imposed on Licensor’s net income. At Licensor’s request, Customer shall furnish Licensor proof of payment of such taxes.
- 4. **Ownership and Copyright.**
 - a. **Software and Service Deliverables.** All right, title and interest (including all Intellectual Property Rights) in and to the Software, Subscription Services, Service Deliverables, Documentation provided by Licensor are owned by Licensor or its suppliers, as applicable, and are protected by intellectual property laws, including copyright, patent, trademark, and/or trade secret laws. The Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Software, Subscription Services, Documentation, Proprietary Technology or the Intellectual Property Rights owned by Licensor and its suppliers. All Service Deliverables developed by Licensor pursuant to a SOW shall be the property of Licensor provided, however, that Customer is hereby granted a non-exclusive and non-transferable license to use the Subscription Services Deliverables solely for its internal business purposes, subject to the restrictions set out in the Agreement and the applicable SOW. Any rights not expressly granted herein are reserved to Licensor and its licensors. Professional Services and Service Deliverables provided by Licensor to Customer are not performed on a “work for hire” basis.
 - b. **Customer Materials.** Subject to Section 4(a), all right, title and interest (including all Intellectual Property Rights) in and to the Customer Materials are owned by Customer or Customer’s suppliers.
- 5. **Warranty.**
 - a. **Representations and Warranties.** Each Party represents and warrants that it has the legal power and authority to enter into the Agreement. Customer represents and warrants that Customer has neither falsely identified itself nor provided any false information to Licensor and that Customer’s billing information is correct.
 - b. **Limited Warranty.** For a period of ninety (90) days following the effective date of the Order Form in which Customer licenses new Software or purchases additional Subscription Services (“**Warranty Period**”), Licensor warrants that the Software (excluding Third Party Software) and/or Subscription Services, will in all material respects conform to and perform in accordance with Licensor’s respective published documentation. Customer must report any breach of the foregoing warranty to Licensor pursuant to Section 10(d) within the Warranty Period. Delivery of revisions, enhancements, upgrades, and new versions of the Software to Customer shall not restart or otherwise affect the Warranty Period. Customer’s exclusive remedy for a breach of this warranty during the Warranty Period is the correction of any material reproducible nonconformity in the Software so that it conforms to this warranty. Customer’s use of the Software and or Subscription Services in breach of the Agreement shall immediately void the Software Warranty. Notwithstanding anything in the Agreement to the contrary, Licensor does not warrant the Third Party Software, but Licensor will use commercially reasonable efforts to pass on to Customer the benefits of any warranties Licensor has received from the Third Party Software vendors. Customer acknowledges and agrees that any warranties for Third Party Software, if any, are made solely by the Third Party Software owner. If the provider of a Third Party Software ceases to make the Third Party Software available for interoperation with the Software

features, Licensor may cease providing those Software features without entitling the Customer to any refund or other compensation.

- c. Warranty Disclaimer. THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 5(b) CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LICENSOR WITH RESPECT TO THE LICENSOR PRODUCTS AND SERVICES. LICENSOR HEREBY EXPRESSLY DISCLAIMS FOR ITSELF AND ITS LICENSORS AND THEIR RESPECTIVE SUPPLIERS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND REPRESENTATIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.
- d. Customer acknowledges and agrees that the warranty set forth in Section 5(b) shall not apply to any Software or Service Deliverables delivered to Customer prior to the date of the Agreement, if applicable, by Licensor, its Affiliates or any of its respective predecessors.

6. Indemnification.

- a. Claims Related to Software or Service Deliverables. Subject to Section 6(b) and Section 6(e), Licensor will, at its expense and under its control (including selection of counsel), defend and/or settle any claim, suit or proceeding brought by a third party (each, a “**Claim**”) against Customer, its Affiliates, or their respective officers, directors, employees and agents alleging that the Software (excluding Third Party Software), Subscription Services, Documentation or any Service Deliverable, as provided by Licensor, infringes any U.S., E.U., U.K. or Canadian copyright, trademark, trade secret or patent, as applicable, issued as of the Effective Date of the Order Form. In addition, Licensor will pay any final judgment awarded against Customer for such Claim or any settlement amount agreed to by Licensor.
- b. Exclusions. Licensor will have no obligation under Section 6(a) with respect to any Claim arising out of or based upon: (i) Customer’s modification of the Software or Service Deliverables; (ii) Customer’s combination or use of the Software or Service Deliverable with programs not supplied or explicitly permitted by Licensor in writing; (iii) any use of the Software, Subscription Services or Service Deliverables that is not in accordance with the terms of the Agreement; (iv) Customer’s use, reproduction or distribution of other than the most recent or a modified version of the Software or Service Deliverables provided by Licensor or available to Customer where such infringement would have been avoided by Customer’s use or implementation of the most recent version of the Software or Service Deliverables; (v) Customer Materials used with or incorporated in the Software or a Service Deliverable; (vi) continued use of any infringing Software or Service Deliverable after being provided notice to cease use of such Software or Service Deliverable; (vii) Customer Data or Customer Equipment used with the Service; (viii) continued use of the Subscription Service after being provided notice to cease use of the Service.
- c. Enjoinment. If Customer’s use of the Software, Subscription Service or Service Deliverables is or, in Licensor’s determination, is likely to be enjoined, Licensor may, at its option and expense, without limiting its indemnity obligations hereunder, procure the right for Customer to continue to use the Software or Service Deliverables or modify the Software or Service Deliverables in a manner that has materially equivalent functionality so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, Licensor may require the return of any such Software or Service Deliverables and refund to Customer amounts paid for such Software or Service Deliverables less a credit for use based on straight line depreciation applied on a quarterly basis over five (5) years from the date of initial delivery of the Software or a Service Deliverable.
- d. Indemnification by Customer. Subject to Section 6(e), Customer shall, at Customer’s expense, defend and/or settle any claim, suit or proceeding brought by a third party against Licensor Related Parties and arising out of or related to: (i) the Customer Materials (either alone or as incorporated into a Service Deliverable); (ii) Customer’s unauthorized use of the Software and/or Service Deliverables; (iii) Customer’s modification of the Software and/or Service Deliverables without Licensor’s explicit written consent; (iv) Third Party Servicer’s negligence, acts or omissions in connection with the Software and Service Deliverables; (v) the Customer Data or Customer Equipment; and (vi) Customer’s unauthorized use of the Subscription Services. In addition, Customer will pay any judgment awarded against Licensor or any settlement amount agreed to by Customer and any authorized expenses incurred by Licensor.
- e. Procedure. If a Party (the “**Indemnitee**”) receives any notice of a Claim or other allegation with respect to which the other Party (the “**Indemnitor**”) has an obligation of indemnity hereunder, then the Indemnitee will, in order to qualify for Indemnification under this Section 6, within twenty (20) days of receipt of such notice, give the Indemnitor written notice, of such Claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such Claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the Claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such Claim or allegation, including the selection and employment of counsel, and shall pay all authorized and documented costs and expenses of such defense.

- f. Exclusive Remedies. THE INDEMNITY AND OTHER REMEDIES SET FORTH IN THIS SECTION 6 SHALL BE THE EXCLUSIVE REMEDIES OF THE PARTIES WITH RESPECT TO ANY CLAIM FOR WHICH A PARTY HAS AN OBLIGATION OR INDEMNITY PURSUANT TO THIS SECTION 6.

7. Limitation of Liability.

- a. IN NO EVENT SHALL LICENSOR OR LICENSOR RELATED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR, OR COSTS INCURRED AS A RESULT OF, LOSS OF TIME, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. EXCEPT FOR PERSONAL INJURY OR DEATH CAUSED BY LICENSOR OR LICENSOR RELATED PARTIES' NEGLIGENCE, IN NO EVENT SHALL LICENSOR'S OR LICENSOR RELATED PARTIES' AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF THE AGGREGATE PAYMENTS MADE BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM AND THE FEES PAID OR PAYABLE UNDER THE FIRST ORDER FORM.

8. Confidential Information.

- a. **"Confidential Information"** means: (i) a Party's proprietary technology or computer software, in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention (collectively the **"Proprietary Technology"**); (ii) manuals, notes, documentation, technical information, drawings, diagrams, specifications, formulas or know-how related to any of the Proprietary Technology; (iii) information regarding current or proposed products, customers, contracts, the Agreement, business methods, financial data or marketing data, financial results and projections, company and market strategy, product and competitive sales analysis and plans, product or marketing plans, pricing plans or structures, personnel and recruiting matters, and future releases; and (iv) offers or proposals which are provided by a Discloser (as defined below), including the fees charged by Discloser and such Confidential Information is in written or other form.
- b. A Party receiving Confidential Information (**"Recipient"**) of the other Party (**"Discloser"**) shall: (i) not disclose the Confidential Information to any third party at any time and Recipient shall limit disclosure of Confidential Information within its own organization to its employees or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the terms of the Agreement; and (ii) protect the confidentiality of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or government body, provided that Recipient shall first give notice to Discloser so as to allow Discloser a reasonable opportunity to obtain a protective order for protecting the confidentiality of such information (unless such notice would violate applicable law). If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose. Recipient shall immediately notify Discloser of any actual or suspected unauthorized disclosure of Confidential Information. For the avoidance of doubt, the Customer may disclose the Agreement without notice to Licensor in order to comply with applicable law.
- c. The obligations described in Section 8(b) impose no obligation upon Recipient with respect to any Confidential Information that (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed by Discloser without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.
- d. Upon the written request of Discloser, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information and, upon request, provide a certificate from an authorized officer of completion of the foregoing.
- e. The terms set forth in this Section 8 replace any prior non-disclosure or similar confidentiality agreement executed between the Parties.

9. Term and Termination

- a. Term. The Agreement shall commence on the Effective Date of the Order Form and remain in force until terminated pursuant to Section 9(b). Conversely, the term for Maintenance Services, Subscription Services and any License term shall be limited to the specific period set forth in the Order Form, or other agreement between the Parties, subject to any renewals. Upon expiration, any term for Maintenance Services, Equipment Maintenance, Subscription Service or License shall automatically renew for a successive term equal in duration to the immediately-preceding term, unless either Party provides the other Party with at least ninety (90) days advance written notice (on headed

company paper and signed) prior to the expiration of the then current annual period that such party desires not to renew. Licensor shall invoice Customer on an annual basis in advance for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days prior to the beginning of the new annual period and all such payments are non-refundable. Notwithstanding any language to the contrary in the Agreement, Licensor reserves the right to increase the annual fees upon at least sixty (60) days advance written notice of such increase to Customer.

- b. Termination. If either Party fails to materially comply with any of the terms and conditions of the Agreement and such Party fails to correct such non-compliance within thirty (30) days following written notice thereof (“**Cure Period**”) by the other Party (the “**Non-Breaching Party**”), then such Non-Breaching Party may terminate the Agreement with written notice to the other Party. Failure to make timely payments is a material breach of the Agreement. Subject to applicable law, either Party may terminate the Agreement with written notice to the other Party (the “**Affected Party**”) if: (i) a receiver is appointed for the Affected Party or Affected Party’s property; (ii) Affected Party makes an assignment for the benefit of Affected Party’s creditors; (iii) any proceedings are commenced by, for or against the Affected Party under any bankruptcy, insolvency or debtor’s relief law; or (iv) the Affected Party commences steps to liquidate, dissolve or wind-up its business. Licensor may, at its sole discretion, temporarily suspend Customer’s rights to any Software, service or deliverable prior to exercising its right to terminate the Agreement pursuant to this Section 9(b).
- c. Effect upon Termination. Upon termination of the Agreement, all licenses granted herein shall automatically cease and Customer shall discontinue all use of the Software, Subscription Services and Service Deliverables, and destroy any copies of Software or Service Deliverables in Customer’s possession or control. Upon Licensor’s request, Customer shall deliver to Licensor a certificate executed by an authorized officer of the Customer stating that Customer has destroyed all such copies of the Software and Service Deliverables. Any obligation of either Party which accrued prior to termination, including without limitation, any payment due and owing, and Sections 1 (Definitions), 3 (Payment Terms), 4 (Ownership and Copyright), 5 (Warranty), 6 (Indemnification), 7 (Limitation of Liability), 8 (Confidential Information), and 10 (Miscellaneous) shall survive. Termination of the Agreement shall also automatically terminate any active Statements of Work or Maintenance Terms.
- d. Upon termination of the Subscription Term, Customer may request Customer Data within thirty (30) days of termination and Licensor will make available to Customer an electronic copy of the Customer Data for an additional fee. Subject to applicable law, Licensor will not provide Customer Data unless all amounts due and owing for the Subscription Services, including committed Subscription Services Fee for each Subscription Term, fees for the Professional Services or any other fee or charge associated with Customer’s use of the Subscription Services have been paid by Customer. After such 30-day period, Licensor shall have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10. Miscellaneous.

- a. Audit. During the term of the Agreement and for a period of one (1) year following Termination, upon Licensor’s request, but not more than twice each year and upon reasonable notice, Customer will permit Licensor to perform an audit of Customer’s records and computer systems that are relevant to Customer’s use of the Software or Equipment in order to confirm Customer’s compliance with the Agreement. Licensor will conduct any audit during Customer’s normal business hours. Customer will immediately pay Licensor the amount of any additional fees that are found to be payable under the Agreement as a result of any audit. If an audit reveals that Customer has underpaid any fees by more than five percent (5%) of the amount properly payable, then Customer will reimburse Licensor for Licensor’s entire cost of conducting the audit.
- b. Information Collection and Use. Notwithstanding anything to the contrary in the Agreement, Licensor may collect and disclose anonymized information about Customer’s use of Licensor Products or Services. Customer hereby grants to Licensor a perpetual, non-cancelable, worldwide, royalty-free, non-exclusive right to utilize any anonymized Customer Data that arises from the use of the Licensor Products and Services by Customer whether disclosed on or prior to the Effective Date of the Order Form for any legitimate purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information.
- c. Governing Law. The Agreement shall be governed exclusively by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.
- d. Notices. All notices under the Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the next business day after mailing via overnight courier; or (iii) the first business day after sending by email, except that notices of termination, breach of the Agreement or an indemnifiable Claim may not be sent by email. All notices to Customer shall be addressed to the primary contact person as designated by Customer or if no contact person is designated, the current address in Licensor’s customer relationship system. Notices to Licensor shall be addressed to the attention of its General Counsel at the following address:

c/o Aptean Limited
7 Rushmills
Northampton
NN4 7YB Attn:
Legal
Department
Email: EMEA.Legal@aptean.com

- e. Force Majeure. Except for Customer's payment obligations and notwithstanding anything to the contrary in the Agreement, neither Party shall be liable for failure to perform or for delay in performance hereunder due to causes beyond its reasonable control, including acts of God, fires, floods, earthquakes, accidents, Internet service interruptions or slowdowns, vandalism or "hacker" attacks, strikes (other than those involving either Party's employees), acts of war, acts of terrorism, riot, embargoes, acts of civil or military authorities, or intervention by governmental authority; provided that such Party gives prompt written notice thereof to the other Party. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.
- f. Customer Lists and Press. Licensor is permitted to use Customer's name, logo and related marks in i) lists with other customers, ii) investor presentations, iii) internal presentations, iv) required governmental filings including, but not limited to, SEC filings, earnings announcements or financial presentations, and v) listings of other similar relationships.
- g. Injunctive Relief. Customer acknowledges that the breach or threatened breach of the Agreement could give rise to irreparable injury to Licensor which would be inadequately compensated in monetary damages. Notwithstanding anything in the Agreement to the contrary, Licensor shall retain the right to seek a restraining order and/or injunctive relief in any court of competent jurisdiction in addition to any other legal remedies which may be available. Customer agrees that Licensor will not be required to post a bond in seeking injunctive relief under the Agreement.
- h. Anti-Bribery Compliance; Trade Controls. Customer agrees to comply with all applicable laws, including, without limitation, (i) laws prohibiting bribery and corruption (e.g. the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, both as amended); (ii) export, re-export, transfer and re-transfer control laws and regulations (e.g. the Export Administration Regulations maintained by the U.S. Department of Commerce and the International Traffic in Arms Regulations maintained by the Department of State); and (iii) trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, the U.S. Department of State, the European Union, and HM Treasury. Customer hereby indemnifies and holds harmless, subject to Section 6(e), to the fullest extent permitted by law, Licensor Related Parties and its assigns from and against any fines, penalties, judgments, settlements, and reasonable documented costs, including attorneys' fees, that may arise as a result of Customer's and Customer's agents', officers', directors' or employees' breach of this provision.
- i. Assignment. Customer may not assign or transfer the Agreement, Customer's interest herein or the license granted to Customer herein without Licensor's prior written consent and payment to Licensor of a transfer fee based on Licensor's then-current prevailing rates and any purported assignment in violation of this Section shall be void.
- j. Relationship of the Parties. The Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.
- k. Non-Solicitation of Employees. For the term of the Agreement and a period of one (1) year thereafter, neither Party shall solicit or attempt to entice away any person employed or contracted by the other Party or any of its Affiliates who was assigned to and worked with it in furtherance of the Agreement and/or had access to Confidential Information, without first obtaining the prior, written consent of the other Party. Notwithstanding the foregoing, this provision shall not: i) restrict the right of a Party to solicit or recruit generally in the media; ii) prohibit a Party from hiring an employee of the other Party who answers any advertisement or who voluntarily applies for hire without having been initially solicited or recruited; iii) prevent the hiring of a former employee of the other Party whose employment ended at least six (6) months prior to the hire date. In the event a Party breaches this provision, it shall pay the other Party an amount equivalent to fifty percent (50%) of the hired employee's annual salary. In no event shall the hiring of any employee alter or change either Party's confidentiality obligations as set out in Section 8.
- l. Entire Agreement, Modifications, Severability, Waivers, Reservation of Rights. These General Terms and Conditions, together with all exhibits, schedules, Order Forms, Statements of Work, addenda and other amendments hereto, collectively, contains the entire agreement with respect to the subject matter hereof and supersedes all previous agreements between the Parties. All such ancillary documents are incorporated into the Agreement by reference. The Parties acknowledge that in entering into the Agreement they have not relied on any representation, warranty or undertaking, whether oral or in writing, except for those expressly incorporated herein. The Agreement may not be modified except by written instrument signed by both Parties. All terms, conditions, or provisions which may appear as preprinted language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute as a written instrument modifying

the Agreement. If any provision of the Agreement is declared invalid or unenforceable the remaining provisions of the Agreement shall remain in full force and effect. Failure by either Party to enforce any provision of the Agreement will not be deemed a waiver of future enforcement.

- m. Headings, Advice of Counsel, and Drafting. Headings used these Terms and Conditions are provided for convenience only and will not in any way affect the meaning or interpretation of each Section. Wherever the term “including” is used, it shall mean “including, but not limited to.” All references to “Sections” and “Exhibits” refer to the corresponding Sections and Exhibits of the Agreement. The Parties acknowledge that they have been advised by counsel of their own choosing, played equal parts in negotiating these Terms and Conditions which shall be interpreted without any bias against one Party as drafter.
- n. Previous License Agreements. If applicable, the Agreement shall supersede any license agreement previously executed between the Parties and any such previously executed license agreement shall be terminated (the “**Previous License Agreement**”); provided that any claims Licensor may have against Customer under the Previous License Agreement shall survive such termination. Any Software, Service Deliverables, Professional Services, Maintenance Services or other similar products or services previously delivered or provided by Licensor to Customer shall now be governed by the Agreement.
- o. Data Privacy. Customer and Licensor acknowledge that Aptean may from time to time process personal data provided by the Customer in connection with the Agreement. Customer and Aptean agree that the provisions of Exhibit E (Data Privacy) shall apply in relation to the processing of any such personal data.
- p. Contracts Rights of Third Parties Act. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Notwithstanding any rights that may be conferred upon third parties under the Agreement, the Parties may, by agreement, rescind the Agreement or vary it in any way without the consent of any third party.

EXHIBIT A
PROFESSIONAL SERVICES TERMS

This Exhibit A sets forth the additional terms and conditions under which Licensor will provide Professional Services in connection with the solution(s) provided pursuant to the Agreement.

1. Performance of Professional Services.

- a. Statements of Work. Each Professional Services project Licensor undertakes on behalf of Customer shall be described in a Statement of Work or Order Form setting forth the agreed upon scope of the Professional Services, Service Deliverables, estimated hours/work effort, billing rates and other pricing information, project schedule (if applicable) and estimated delivery dates. Both Parties shall execute each Statement of Work, all of which shall be deemed incorporated into the Agreement. If there is a conflict between the terms set forth in the Agreement and a Statement of Work, the terms set forth in the applicable Statement of Work will control.
- b. Tasks and Service Deliverables.
 - i. Licensor shall perform the Professional Services and provide the Service Deliverables described in the applicable Statement of Work and any Change Order Forms (as defined below) issued pursuant to the applicable SOW. Licensor and the Customer agree to work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services.
 - ii. Licensor shall perform the Professional Services with reasonable skill and care.
 - iii. Licensor shall use reasonable endeavors to meet dates specified in a SOW for the delivery of Professional Services and Service Deliverables. Licensor shall use commercially reasonable efforts to schedule resources upon request from the Customer's representative or their designee.
 - iv. It is understood and agreed that Licensor's Professional Services may include the provision of advice and recommendations, but adoption of any recommendations are the responsibility of the Customer. Licensor shall be responsible for project management of Licensor's resources and commitments however Customer shall be responsible for overall management of the project.
 - v. Time and schedule estimates are based on Licensor's experience with other similar change or services requests in the past, and the information available at the time of preparing the estimate. Licensor shall use reasonable endeavors to adhere to any estimate provided, however actual effort may vary and Licensor shall keep Customer notified of effort incurred and planned and progress throughout.
 - vi. Licensor agrees to advise Customer in writing at the earliest possible time when postponing or canceling scheduled activity. In such instances, no liability shall arise, Customer will pay all fees and expenses associated with Professional Services and Service Deliverables provided, and Licensor and Customer shall collaborate with reasonable commercial diligence to resume or reschedule the cancelled activity.
- c. Customer Obligation.
 - i. The Customer shall deploy appropriately skilled and qualified personnel in the performance of its obligations under all SOWs, and shall provide information, decisions and approvals in a timely manner to facilitate the agreed delivery schedule.
 - ii. The Customer shall make available to Licensor access to all environments as required under a SOW, or as otherwise agreed between the parties.
 - iii. Licensor and the Customer will work together in good faith to mitigate any delay in completion or delivery or in the provision of the Professional Services resulting, in the reasonable opinion of Licensor, from Customer's failure to perform its obligations as described in the applicable SOW.
- d. Place of Performance, Expenses and Travel Time.
 - i. If Licensor's personnel, agents or representatives are required to travel to a location other than one of Licensor's facilities, Customer will pay or reimburse Licensor in accordance with the payment terms set forth in the Statement of Work (or Licensor's standard terms if none are specified in the Statement of Work) for all reasonable and actual travel expenses including airfare, ground transportation, lodging and meals for personnel required to travel. Licensor will adhere to its corporate travel policies and provide a copy, if requested by Customer, unless otherwise agreed in writing prior to undertaking a project. Professional Services to be provided on-site at Customer's facilities will be scheduled in advance by written agreement of both parties. Both parties will use reasonable efforts to accommodate any requested

change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. At Customer's request, Licensor will provide receipts or other reasonably satisfactory evidence of such expenses.

- ii. If Licensor charges Travel Time the rate and conditions shall be agreed by Licensor and Customer in advance and set out in the applicable Statement of Work. Travel time is defined as follows: (i) consultant's roundtrip travel time from consultant's location to the Customer site; and (ii) consultant's travel time between Customer's sites and/or any other Customer designated locations.

2. Payment Terms. Unless otherwise stated in the Statement of Work, Licensor will invoice Customer for the fees on a time and materials basis at the billing rates set forth in the Statements of Work for work performed. Invoices will include a summary of all time expended by Licensor for the work performed. Customer shall pay Licensor the fees within thirty (30) days from the date of invoice.

3. Acceptance. Where Service Deliverables are provided as a result of Customization Services then unless otherwise specified in the SOW, the following shall apply:

- a. Following receipt of each Service Deliverable, Customer will have thirty (30) days to perform acceptance testing of that particular Service Deliverable.
- b. If the particular Service Deliverable does not embody the mutually agreed characteristics set forth in the applicable SOW, Customer may reject such Service Deliverable by giving Licensor written notice rejecting the particular Service Deliverable, and the reasons therefore, within the thirty (30) day testing period. If Customer does not give Licensor written notice rejecting the particular Service Deliverable within the thirty (30) day testing period, such Service Deliverable shall conclusively be deemed accepted.
- c. If Customer gives Licensor written notice rejecting the particular Service Deliverable within the thirty (30) day testing period, then within thirty (30) days after receipt of Customer's notice Licensor will make any reasonable corrections or changes and resubmit the Service Deliverable to Customer for further acceptance testing.
- d. Upon Customer's receipt of the revised Service Deliverable, the procedure outlined in subparagraphs 3.a., 3.b. and 3.c., above will be repeated until the Service Deliverable is accepted. The table below defines the severity levels which shall be allocated to any issues raised relating to the Service Deliverable. The severity of the issue will be reviewed and finally determined by Licensor and in some cases the Customer may be asked to provide a brief description of the impact and rationale for 'urgent' and 'critical' severity levels. The severity level may change during the life of an issue. For instance, severity may be reduced with a viable workaround or the inability to recreate the problem. Severity may also be upgraded based on increased frequency of the issue or project deadlines. An acceptance shall occur if there are no open items with a severity level of 'critical' or 'urgent.'

i. Severity Definition

1. Critical: The entire system or functional component is inoperable and cannot be used until the error is resolved.
2. Urgent: A serious error in a business critical function where no viable workaround is available.
3. Standard: An error that does not stop the user progressing or a viable workaround is possible.
4. Low: Errors that cause no loss of functionality, or which may be considered cosmetic or annoying in nature.
5. Enhancement: Feature is operating to the agreed specification/requirement however its method of operation may be altered in order to deliver more business benefits.

- e. Customer will cooperate with Licensor to isolate, identify and resolve any problems in the Service Deliverables.
- f. Customer understands and agrees that Licensor makes no representations or warranties that the Service Deliverables provided as a result of Customization Services will be compatible with all future releases of the Software. Customer may be required to purchase additional Professional Services hours at an agreed to price to resolve any compatibility issues.

4. Change Procedure. Project costs and durations set forth in a Statement of Work are based on the scope, requirements and assumptions as defined in such Statement of Work. Variance in the scope, requirements or assumptions will have an impact on the project's time and cost. Licensor utilizes a formal change control procedure to respond to and manage the changes that may occur throughout the duration of a project. The purpose of this procedure is not to inhibit or prevent change, but rather to facilitate change in an orderly manner. Licensor's change control procedure is summarized below:

- a. Either Customer or Licensor may initiate a change order.
- b. Customer will work with Licensor to document all requested changes in Licensor's standard change request form ("**Change Order Form**"). This documentation will include a description of the change, reason for the change, areas affected, estimated hours, costs and completion date. Licensor will then submit each Change Order Form to Customer for review and approval before any work is started on the change. Licensor will, likewise, review and approve the changes before any work is started.

- c. In the event that the Parties disagree about the proposed changes, each Party shall, within forty-eight (48) hours from the report of the issue, identify a Senior Management Officer who has decision making authority for each of the respective Parties. The Senior Management Officers will discuss and arrive at a mutually acceptable decision. The results of the meeting will be documented and filed with the project library and any milestone dates and costs will be adjusted accordingly.

EXHIBIT B
SOFTWARE LICENSE TERMS

1. Software Licenses

a. License Grant. Licensor hereby grants to Customer, subject to the terms and conditions of the Agreement and for the period of time set forth in the applicable Order Form, a personal, limited, non-exclusive, non-transferable, non-assignable license, without right of sublicense, to: (i) install the Software and Service Deliverables on a certain number of servers owned or leased by Customer and maintained for access solely by the Customer; and (ii) permit the Software to be accessed or used according to the License Configuration, solely for Customer's internal business purposes (the "**License**"). To the extent set out in the Order Form if applicable, the Software is licensed for use only in connection with the computer specified in the Order Form at the location specified in the Order Form. The location of the computer may be changed by the Customer subject to agreement between the parties in writing. Temporary use of the Software on another computer is permitted in the event the computer with which the Software is licensed becomes defective. This temporary use shall be notified in writing to Licensor by the Customer within one working day of the implementation of such change by the Customer and shall be limited to the time reasonably required to repair the defective computer. Customer may make one copy of the Software solely for archival and back up purposes, provided executable copies of the Software may be used for development and testing purposes only. Unless otherwise set forth on the applicable Order Form, the License is granted solely to the Customer and not to any of its Affiliates. In the event Customer's account becomes more than thirty (30) days past due, Licensor may suspend, upon prior written notice, (x) the License; and (y) Maintenance Services.

b. Users. Customer shall ensure all Users, including any third-party service providers, shall abide by these Terms and Conditions and Customer shall be responsible for any violation thereof.

c. Restrictions on Use. Customer may not: (i) use, copy, modify, translate, merge or create derivative works of the Software, Service Deliverables or Documentation except as expressly provided in the Agreement; (ii) disable or circumvent any licensing control feature in the Software or Service Deliverables; (iii) reverse-engineer, disassemble, or decompile the Software or Service Deliverables, or otherwise attempt to access or determine its underlying source code, underlying ideas, underlying user interface techniques or algorithms, or permit any such actions; (iv) sell, distribute, lend, sublicense, rent or lease all or any portion of the Software or Service Deliverables; (v) use the Software or Service Deliverables on a service bureau or time-share basis or as an application service provider; (vi) host, virtualize or otherwise provide access to or enable use of the Software or Service Deliverables by any individual(s) not permitted to use the Software pursuant to the Agreement; (vii) disclose the results of any benchmarking of the Software or Service Deliverables (whether or not obtained with Licensor's assistance) to third parties; (viii) use the Software or Service Deliverables to develop or enhance any product that competes, directly or indirectly, in Licensor's determination, with the Software or Service Deliverables; (ix) remove the copyright, trademark, or any other proprietary rights or notices included within the Software or Service Deliverables or on and in the Documentation; (x) use the Software in any way that would infringe any Intellectual Property Right of third parties; or (xi) use the Software or Service Deliverables in a manner that would violate any law applicable to Customer or Licensor.

2. Maintenance and Other Services.

a. During the Maintenance Term, Licensor will provide Customer with Maintenance Services for the Software. If Customer licenses additional software products during the Term, the Customer hereby agrees to renew the Term for any such additional software products. After the Maintenance Term, Maintenance Services shall automatically renew for successive one-year annual periods, unless either Party provides the other Party with at least ninety (90) days advance written notice (on headed company paper and signed) prior to the expiration of the then current annual period that such party desires not to renew. Licensor shall invoice Customer on an annual basis in advance for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days prior to the beginning of the new annual period and all such payments are non-refundable. Notwithstanding any language to the contrary in the Agreement, Licensor reserves the right to increase the annual fees upon at least sixty (60) days advance written notice of such increase to Customer. Customer may not reduce the number of licenses covered by Maintenance Services. In exceptional cases, Aptean may agree to decommission licenses subject to Customer paying a reduction fee.

b. Customer agrees that Maintenance Services shall be provided only by Licensor, its Affiliates or Third Party Servicers.

c. Licensor's obligation to provide Maintenance Services for Third Party Software is limited to using commercially reasonable efforts to obtain Maintenance Releases from its third party suppliers. In the event Customer cancels Maintenance Services at any time prior to the end of the Maintenance Term, Customer agrees to immediately pay the outstanding maintenance fees that Licensor would have received for the entire Maintenance Term. The Parties agree that this payment is to be considered liquidated damages, and not a penalty, and the Parties agree that this amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's commitment to the Maintenance Term. Customer agrees that Maintenance Services shall be provided only by Licensor, its Affiliates or approved third-party servicers, whose contracts include (i) confidentiality terms that are substantially similar to the ones contained herein (ii) language that indicates the Software and Deliverables are owned by Licensor; and (iii) a requirement that the third-party servicer use the Software and Service Deliverables only for providing services to the Customer in accordance with the license granted herein.

EXHIBIT C

TERMS APPLICABLE TO SUBSCRIPTION SERVICES

Additional terms and conditions for Customers who are licensing GenomeQuest products under the Agreement and Exhibit C can be found in Exhibit C Schedule 1 below.

Additional terms and conditions for Customers who are licensing Respond products under the Agreement and Exhibit C can be found in Exhibit C Schedule 2 below.

1. Subscription Services

- a. Licensor will provide Customer with use of the Subscription Services, which may include a browser interface and encrypted Login (when required) and transmission of, access to and storage of Customer Data. Licensor may, at its sole discretion, enhance the Subscription Services from time to time, at no cost or expense to Customer. Licensor will configure the Subscription Services and any Service Deliverables used in conjunction with the Subscription Services, as applicable. Licensor will begin such configuration following a Statement of Work or Order Form executed by the Parties. Except as stated herein, Customer may not customize the Subscription Services without Licensor's prior written consent. Licensor shall provide installation of any Maintenance Releases at its sole discretion, as part of the Subscription Services, at no extra charge to Customer.
- b. Each User may be required to have a Login with unique user identification. Licensor reserves the right to require Customer to alter any password if Licensor believes it is no longer secure. Customer shall not permit more than one User to use each Login to access the Subscription Services or otherwise share Login accounts, User identifications or passwords. Customer is liable for all access to the Subscription Services and activities conducted by individuals accessing the Subscription Services using the Logins, including such individual's compliance with the terms herein.
- c. Licensor will maintain the Subscription Services at a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the Subscription Services. Customer Data and the maintenance of Customer Data and such procedures shall comply with industry standards for the type of information maintained. However, Customer acknowledges that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Subscription Services, and Licensor will not be responsible for such acts, provided such acts do not arise as a direct result of Licensor's failure to provide appropriate technical and organizational security measures as required by section 1.6(c) of Exhibit E.

- 2. Restrictions.** Customer shall use the Subscription Services solely for Customer's internal business purposes, in compliance with applicable law, and shall not: (i) make the Subscription Services or Software available to any unauthorized third party; (ii) send or store infringing, unlawful, defamatory or libelous material; (iii) send or store any Malicious Code; (iv) access the Subscription Services by any means other than the Login or otherwise attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Subscription Services or the data contained therein; (v) modify, copy or create derivative works based on the Subscription Services; (vi) reverse engineer the Subscription Services or Software; (vii) access the Subscription Services or Software for the purpose of building, selling, marketing or otherwise, a competitive product or service or copying the Software or Subscription Services' features or user interface; or (viii) remove the copyright, trademark, or any other proprietary rights or notices included within the Subscription Services or Software and on and in any Documentation. Customer shall not make any attempt to overwhelm the server resources of the Subscription Services or otherwise induce a denial-of-service attack on the Subscription Services through some combination of search requests. If Customer engages in activity that is not a legitimate use of the Subscription Services, such as security penetration tests, stress tests, spamming activity, or other activity for which the Subscription Services is not intended, such use will be considered a material breach of the Agreement and Licensor may shut down Customer's access to the Subscription Services until such activity ceases, with such interruption not being counted against the above Service Availability.

3. Customer Responsibilities.

- a. Customer agrees to abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Subscription Services, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Licensor immediately of any unauthorized use of any Login or any other known or suspected breach of security; (ii) report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by Customer to be infringing or unlawful; and (iii) not impersonate another Licensor customer or provide false identity information to gain access to or use the Subscription Services.
- b. Customer shall be responsible for any costs in connection with establishment and maintenance of Internet connectivity to the Subscription Services, including, without limitation, telephone communications, internet service provider costs, computer

hardware, fees charged by third parties, insurance, internet access software, or any other costs incurred by Customer in accessing the Subscription Services.

4. Service Availability

Licensor shall make reasonable efforts to provide production environment service availability of 99% measured on a quarterly basis ("**Service Availability**") not including (i) Customer Error Incidents, (ii) Force Majeure and (iii) Internet Disruptions. In order to enable Licensor to troubleshoot problems as necessary, Licensor uses an administrator account on each Customer environment and may utilize manual testing to confirm such failure. An interruption in the Subscription Services shall not be considered a breach of Licensor's obligations hereunder if: (i) Licensor promptly takes all reasonable steps to restore the Subscription Services; or (ii) the interruption in Subscription Services results from a Customer Error Incident, a Force Majeure, regularly scheduled or emergency maintenance, or due to an Internet Disruption.

5. Customer Data.

- a. Licensor does not own any Customer Data. Customer, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data, and Licensor shall not be responsible or liable for: (i) damages resulting from Licensor's reliance on such Customer Data and/or (ii) the deletion, correction, destruction, damage, or loss of any Customer Data that result from Customer's actions. Licensor is not responsible for restoring lost Customer Data or damage to Customer's data that results from Customer's actions. Customer hereby grants to Licensor a non-exclusive, fully-paid and royalty-free license to reproduce, distribute, perform, display and otherwise use the Customer Data solely to provide the Subscription Services to Customer. Customer represents and warrants that: (i) Customer owns or otherwise has the right to grant the license set forth in this Section 5(a) for the Customer Data, and (ii) the Customer Data does not violate the privacy rights, publicity rights, copyright rights, or other rights of any person or entity. Licensor has the right (but not the obligation) to review any Customer Data and delete any Customer Data that in the sole judgment of Licensor violates the Agreement, is prohibited content, is illegal, violates the rights, harms, or threatens the safety of any User or any other person, or creates liability for Licensor, its suppliers, or any user. Licensor reserves the right (but has no obligation) to investigate and take action in its sole discretion against Customer if Customer violates this provision or any other provision of the Agreement, including without limitation, removing Customer Data from the Subscription Services, terminating the Agreement, reporting Customer to law enforcement authorities, and taking legal action against Customer.
- b. Licensor will maintain the Customer Data on server(s) at Licensor's designated site and provide backups to Customer's Data in accordance with Licensor's then-current data backup policies. Licensor will use commercially reasonable efforts to perform restorations to the Subscription Services in the event of a service failure. Licensor reserves the right to withhold Customer Data without notice for any breach, including, without limitation, Customer's non-payment.

6. Payment.

- a. In addition to any other rights granted to Licensor herein, Licensor reserves the right to suspend Customer's access to the Subscription Services, upon prior written notice, if Customer's account becomes more than thirty (30) days past due. Customer agrees to pay a finance charge equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permitted by law on all past due amounts. Customer shall reimburse Licensor for any of Licensor's reasonable costs of collecting past due amounts. Customer will continue to be charged for committed Users during any period of suspension. If Customer or Licensor initiates termination of the Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with the terms set forth herein.
- b. Upon execution of this Agreement, Licensor shall invoice Customer, for the first twelve (12) month period of the term set forth in the Order Form, and then yearly, in advance, for each subsequent twelve (12) month period, unless a different billing frequency is explicitly stated in the applicable Order Form. Customer is responsible for paying all license types that give access to Users, which are ordered for the entire Subscription Term, whether or not such User access is actively used. Customer shall pay for all amounts due and owing for the Subscription Services, including committed fees for Subscription Services for the Subscription Term or any other fee or charge associated with Customer's use of the Subscription Services. Customer may only reduce the number of Users or other license types set forth in the Order Form at the end of each term for Subscription Services.
- c. Licensor reserves the right to impose a service reinstatement fee in the event Customer is suspended and thereafter request access to the Subscription Services.
- d. Licensor shall have the right, but not the obligation, to verify the number of Users under the Agreement at the end of each month.

EXHIBIT C SCHEDULE 1

GENOMEQUEST

The additional terms and conditions set forth in this Exhibit C Schedule 1 shall apply to any GenomeQuest Software licensed by Customer under the Agreement.

Customer acknowledges and agrees as follows:

1. Additional Definitions.

- a. **“Database Content”** means the databases of text, sequence records and related information exported or downloaded from the Subscription Services.
- b. **“Exports”** means the result sets, databases, sequence records or related information exported or downloaded from the Service.
- c. **“Formatted Reports”** means tangible or electronic documents, including Word, Excel, Plain Text, or PDF files, in a static format that contain the results of queries made in Database Content during a Subscription Term.
- d. **“IP Nucleotide Databases”** means the GQ-Pat Sapphire Nucleotide, GQ-Pat GoldPlus Nucleotide, GQ-Pat Platinum Nucleotide and Geneseq Nucleotide databases.
- e. **“IP Protein Databases”** means the GQ-Pat Sapphire Protein, GQ-Pat GoldPlus Protein, GQ-Pat Platinum Protein and Geneseq Protein databases.
- f. **“Sequence Search”** shall mean the count of each sequence successfully searched against (i) all or a subset of the IP Nucleotide Databases or (ii) all or a subset of the IP Protein Databases, including redo searches and search alerts.
- g. **“Service”** shall include Database Content.

2. License Types. Customer’s access to the Software is limited to the number and type(s) of users, databases, transactions, operations or other license types specified in the Order Form and shall be used in accordance with the applicable terms for each license type set forth below.

- a. Commercial Providers – authorizes Customer and Affiliates to access and use the Service for their own internal business operations.
- b. Authorized Services Provider – authorizes Customer to access and use the Service on behalf of specific clients for internal business operations of such specific clients.

3. Additional Terms; Restrictions.

- a. The content of Formatted Reports may not be edited or aggregated for searching or analysis. Furthermore, it may not be stored in formats commonly used for such purposes including, without limitation, XML, EMBL, SQL, and databases produced by Licensor’s systems.
- b. For the purpose of clarity, search results containing any Database Content from the Service is not considered Customer Data. All right, title and interest, including all Intellectual Property Rights, in and to the Database Content and search results provided under the Service are owned by Licensor or its suppliers, as applicable.
- c. Export and report generation of Database Content records for edit, storage and retrieval in Customer and/or third party applications and/or database systems (the **“Content Exports”**) is not allowed unless the applicable Order Form permits Content Exports and such Content Exports are specifically set forth in the applicable Order Form. If Content Exports are permitted by an Order Form, Customer may distribute those Content Exports provided the Content Exports are only distributed to or made accessible by the Users. Notwithstanding the foregoing, during the Subscription Term, Formatted Reports that contain less than 5,000 records of processed licensed Database Content may, however, be used, and in this case edited, by employees, contractors, agents and/or collaborators of Customer and/or employees of Affiliates authorized by Customer to use such Formatted Reports who are not Users.
- d. Only successful searches are counted; failed or cancelled searches are not counted.

4. Acknowledgements by Customer. Customer acknowledges and agrees that (a) Licensor does not warrant in any way the contents, topicality and accuracy of information, output, timeliness and results obtained by the use of the Service; (b) the Service is inherently complex and Customer possesses the requisite technical expertise to evaluate any information, output and results obtained from the use of the Service and the assumptions underlying the same; (c) Customer shall bear sole responsibility for the selection of the Service and for determining that the Service is appropriate for use in connection with the operation of Customer’s business; and (d) the Service is designed to be used solely for research purposes and may not be used in connection with the diagnosis or treatment of diseases or other conditions.

EXHIBIT C SCHEDULE 2

Respond Schedule

The additional terms and conditions set forth in this Schedule shall apply to any Respond Software licensed by Customer under the Agreement. If there is a conflict between the terms set forth in the Agreement and this Schedule, the terms set forth in this Schedule will control.

Customer acknowledges and agrees as follows:

5. Additional Definitions.

- (a) An “**Application Programming Interface**” or “**API**” is a set of commands, functions, protocols, and objects that programmers can use to create software or interact with an external system.
- (b) “**API Request**” means, in the context of the Respond software, a request that is sent to an API for the purpose of either (i) sending data originating from the Respond software to an external system (“**Server API**”) or (ii) sending data originating from an external system to the Respond software (“**Web Services API**”).
- (c) “**Aptean’s Respond SaaS Policies**” means, collectively, the security policies and procedures implemented for Respond SaaS within the Amazon Web Services environment and the Respond SaaS disaster recovery process, as amended from time to time, and published on the following URLs:

Security page: <http://apteanrespond.com/SaaS-Security-057/Respond-SaaS-Security-latest.php>

Disaster Recovery page: <http://apteanrespond.com/SaaS-Security-057/Respond-SaaS-DR-latest.php>

username: security

password: CP#FTN8\$SITP (this password will be updated on a periodic basis; the Quick Links section will always contain the latest password)

- (d) “**Case**” means each case record created by a User in the Respond Software (containing one or more issues) and that is identified by a unique reference number.
- (e) A “**Case License**” or “**Per Case License**” means a license that entitles Customer to use the Respond Software for which the license is granted including Case Agent, Advanced Case Agent, Case Handler, Team Leader/Advanced Case Handler, Super User, Administrator (for both named and concurrent use) without limitation as to the number of Users, but on a per Case basis, and its use for processing Cases is restricted to a defined maximum number of Cases per annum. For clarity, once the licensed maximum number of Cases has been reached in any annual period, Customer shall be obliged to purchase a license for any additional Cases in excess of that maximum. Customer may not carry forward any unused Cases from one annual period to the next. Customer is not entitled to any refund for any unused Cases.

6. Data Storage Limits for the Service.

- (a) The maximum limit of active data storage for the Service is defined in the Order Form. This storage limit is calculated from storage requirements for active database files or customer stored static content (for example case attachments). Storage limits are not impacted by Aptean’s disaster recovery or high availability solutions (such as database backups, file backups or volume snapshots). Data will be retained for 3 months for recovery purposes. Non-standard data retention requests may count towards storage limits.
- (b) If the Customer exceeds the storage limit defined in the Order Form, Customer shall purchase additional storage at Aptean’s then-current prevailing rates subject to a minimum order of 5GB. As at the date of signing this Agreement the current prevailing rate is GBP 48.00 for EMEA or USD 60.00 for North America per 5GB per year.
- (c) Aptean will maintain the Customer Data on server(s) at Aptean’s designated site and provide backups to Customer’s Data in accordance with Aptean’s SaaS Policies.

7. Changes to Users/Cases

- (a) At any time, Customer may add Cases/Users via an executed amendment between the Parties, subject to the provisions of the Agreement. Added Cases/Users will be subject to the following: added committed Cases/Users will be coterminous with the preexisting Subscription Term (either Initial Subscription Term or renewal term). Any such additional Cases/Users will be charged an additional fee. Customer will pay for any increase in Cases/Users at the time of execution of the amendment setting forth the additional Cases/Users. Customer may only reduce the number of Cases/Users set forth in the Order Form attached to this Agreement, plus any additional Cases/Users purchased via an amendment to this Agreement, as applicable, at the end of each Subscription Term via an executed amendment between the Parties. All pricing terms are confidential, and Customer agrees not to disclose them to any third party. Aptean’s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Aptean’s income. At Aptean’s request, Customer shall

furnish Apteian proof of payment of such taxes. Fees are not subject to set-off or reduction by Customer without Apteian's prior written consent.

- (b) In addition to any other rights granted to Apteian herein, Apteian reserves the right to suspend Customer's access to the Service if Customer's account becomes delinquent (falls into arrears). Customer agrees to pay a finance charge equal to the lesser of one and a half percent (1.5%) per month or the maximum rate permitted by law on all overdue amounts. Customer shall reimburse Apteian for any of Apteian's reasonable costs of collecting overdue amounts. Customer will continue to be charged for committed Cases/Users during any period of suspension. If Customer or Apteian initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with the terms set forth herein.
- (c) Notwithstanding any contrary provision contained herein, Apteian shall have the right, but not the obligation, to verify the number of Cases/Users under this Agreement at the end of each month.

4. **Service Reinstatement.**

Apteian reserves the right to impose a service reinstatement fee at its then current rates in force from time to time in the event Customer is suspended and thereafter request access to the Service. As at the Effective Date of this Agreement the service reinstatement fee is GBP 1,500.00 for EMEA and USD 2,000.00 for North America.

5. **Customer Data on Termination.**

Customer may request Customer Data within thirty (30) days of termination and Apteian will make available to Customer an electronic copy of the Customer Data for an additional fee calculated at its then current rates in force from time to time. Apteian's rates at the Effective Date of this Agreement for providing the Customer Data in Apteian's standard format is the greater of (i) GBP 1,250.00 for EMEA and USD 1,750.00 for North America and (ii) GBP 0.01 per Case for EMEA and USD 0.02 per Case for North America.

6. **IP Restriction.**

IP Restriction is an additional security feature which can be purchased by Customer for limiting access to the Customer's Respond website only to trusted IP address(es). IP Restriction prevents access to the Customer's Respond website from IP address(es) other than those which are designated as trusted. Trusted IP addresses consist of the following: (i) Apteian's own IP addresses, for maintenance purposes (ii) Apteian's trusted technology partner IP addresses, for delivery of the Respond SaaS service; and (iii) any trusted IP address(es) or IP range(s) provided by Customer. Customer acknowledges that it is required to submit to Apteian Customer's trusted IP address(es) or IP range(s) in order to activate this security feature and no IP addresses will be restricted unless and until Customer provides Apteian with such trusted IP address(es) or IP range(s).

7. **APIs**

The following terms and conditions govern the extent to which Customer may run API Requests in relation to the Service.

The maximum number of API Requests that Customer is permitted to run per calendar day using the Respond Software ("Total API Request Limits") is as set forth in the table hereunder and is based on: (i) the API type; (ii) the applicable License Level; and (iii) the API Type, as set forth in the Order Form.

API Type	License Level			
	Bronze (free tier)	Silver	Gold	Platinum
Server API				
Case Capture Component	75	650	1600	4000
Entity Events Component	Unlimited	Unlimited	Unlimited	Unlimited
File Storage Provider	0 (zero)	0 (zero)	0 (zero)	0 (zero)
Cost Authorisation Provider	Unlimited	Unlimited	Unlimited	Unlimited
Web Services API				
Web-Services (CreateCase including partials, and UpdateCase)	0 (zero) ¹ or Unlimited ²	15 ¹ or Unlimited ²	40 ¹ or Unlimited ²	100 ¹ or Unlimited ²
Web-Services API (all other web-services)				
Get Case	0 (zero) ¹ or Unlimited ²	100 ¹ or Unlimited ²	250 ¹ or Unlimited ²	1,000 ¹ or Unlimited ²
Run Search	1*	5	15	40
Meta Data	Unlimited	Unlimited	Unlimited	Unlimited
Users Get Users	0 (zero)	0 (zero)	0 (zero)	0 (zero)

Manage Users				
Get attachment(s)	0 (zero) ¹ or Unlimited ²	100 ¹ or Unlimited ²	250 ¹ or Unlimited ²	1,000 ¹ or Unlimited ²
QA Get Skills Get Competencies Update Competencies	0 (zero)	0 (zero)	0 (zero)	0 (zero)

Limitations

- Server API integrations must be developed and delivered to Customer exclusively by Aptean Professional Services pursuant to a Statement of Work
- The Total API Requests Limits are aggregated across all Customer environments (production and non-production)
- The Total API Requests Limits are aggregated across all Customer databases (production and non-production)
- Customer may only run a maximum of ten (10) concurrent API Requests with a duration of twenty (20) seconds or longer

* API Requests must be scheduled between 23:00 and 06:00 UTC

¹ Applies where Customer is on User-based licensing model

² Applies where Customer is on Case-based licensing

EXHIBIT D

EQUIPMENT TERMS

A. Provision of Equipment

1. The additional terms and conditions set forth in this Exhibit shall apply to any Equipment and Equipment Maintenance provided to Customer under the Agreement. If there is a conflict between the terms set forth in the Agreement and this Exhibit, the terms set forth in this Exhibit will control.
2. Licensor will use commercially reasonable efforts to meet the delivery dates agreed upon but shall not be liable for late or delayed shipment. Late or delayed shipment shall not be a basis for Customer's cancellation of any order. Equipment will be delivered "ex works". If at the time of delivery Licensor wishes to substitute equipment equivalent to the type specified on the Order Form, then Licensor may do so provided that the price will not be increased and that the substitution does not prejudice the Customer.
3. Customer shall test all Equipment within five (5) business days of receipt. Equipment shall be deemed accepted after the five (5) days testing period unless Customer notifies Licensor in writing prior to the expiration of such testing period that such Equipment is not functioning properly.
4. If any of the Equipment is incorrect, nonconforming or damaged, Customer must notify Licensor in writing within ten (10) business days of Customer's receipt of such Equipment.
5. For defects in Equipment notified to Licensor in writing by Customer within ten (10) days of Customer receiving such Equipment, Licensor will handle warranty repairs or returns pursuant to its internal policies and the applicable terms and conditions and policies of the third party supplier. All packaging, user manuals, and accessories must be retained for at least ten (10) days in their original condition should a warranty repair or return, as described herein, be necessary. No maintenance services are provided for Equipment unless expressly stated in an Order Form.
6. All Equipment is provided pursuant to the third party supplier's terms and conditions for such products which accompany the Equipment or are otherwise published by the third party supplier. Customer agrees to use the Equipment in accordance with such applicable third party supplier's terms and conditions and acknowledges and agrees that any warranties applying to the Equipment, if any, are made solely by the third party supplier and are limited to those offered by the applicable third party supplier terms and conditions which governs the use by Customer of the applicable Equipment and accordingly the Licensor is not liable for the Equipment beyond the terms set out in this Exhibit.
7. THIS EXHIBIT STATES CUSTOMER'S SOLE REMEDY AND THE SOLE LIABILITY OF LICENSOR ARISING OUT OF ANY DEFECT IN THE EQUIPMENT SUPPLIED HEREUNDER.
8. Where the title in Equipment is sold to the Customer as indicated in the third party supplier's terms and conditions or in the Order Form, any delivery of Equipment is made under retention of ownership. The retention of ownership shall remain applicable until full payment has been made of the total price with interest, costs and any expenses regarding the delivery. The Customer is not entitled to change, pledge, rent, lend or otherwise dispose of the delivery until the termination of the retention of ownership without the Licensor's prior written consent.
9. Where Equipment is licensed to Customer, Customer is authorized to use such Equipment for the License term set forth in the Order Form, or other agreement between the Parties, subject to any renewals in accordance with the provisions of section 9(a) of the Agreement. At the end of the License term, Customer shall return the Equipment at its own cost in a good condition.
10. Upon termination of the Agreement, all licenses granted herein shall automatically cease and Customer shall discontinue all use of licensed Equipment, and return any copies of licensed Equipment in Customer's possession or control at its own cost and in a good condition in accordance with the third party supplier terms and conditions or Licensor's instructions. If Customer fails to return the licensed Equipment in good condition within 14 days of Licensor's request, Customer agrees to pay for the cost of replacement or repair of such licensed Equipment upon receipt of invoice. Upon Licensor's request, Customer shall deliver to Licensor a certificate executed by an authorized officer of the Customer stating that Customer has returned all such copies of the licensed Equipment.

B. Equipment Maintenance

1. During the Maintenance Term, Licensor will provide Customer with Equipment Maintenance for the Maintained Equipment. After the Maintenance Term, Equipment Maintenance shall automatically renew for successive one-year annual periods, unless either Party provides the other Party with at least ninety (90) days advance written notice (on headed company paper and signed) prior to the expiration of the then current annual period that such party desires not to renew. Licensor shall invoice Customer on an annual basis in advance for each annual renewal period. Fees for all annual renewal periods will be due within thirty (30) days prior to the beginning of the new annual period and all such payments are non-refundable. Notwithstanding any language to the contrary in the Agreement, Licensor reserves the right to increase the annual fees upon at least sixty (60) days advance written notice of such increase to Customer.

2. In the event Customer cancels Equipment Maintenance at any time prior to the end of the Maintenance Term, Customer agrees to immediately pay the outstanding maintenance fees that Licensor would have received for the entire Maintenance Term. The Parties agree that this payment is to be considered liquidated damages, and not a penalty, and the Parties agree that this amount is a fair and reasonable estimation of Licensor's damages in the event Customer breaches Customer's commitment to the Maintenance Term. Customer agrees that Equipment Maintenance shall be provided only by Licensor, its Affiliates or approved third-party servicers, whose contracts include (i) confidentiality terms that are substantially similar to the ones contained herein and (ii) a requirement that the third-party servicer use the Maintained Equipment only for providing services to the Customer in accordance with the Agreement.

EXHIBIT E
DATA PRIVACY

- 1.1 Defined Terms. The following new definitions shall be inserted into the Agreement (in place of any existing definition for any such term, where applicable).

"Data Protection Laws" means any applicable laws and regulations relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Directive 95/46/EC and any legislation implementing or made pursuant to it; and (b) EU Regulation 2016/679 ("**GDPR**") and any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; and (c) The Data Protection Act 2018; in each case, to the extent in force, and as such are updated, amended or replaced from time to time. Where reference is made to specific articles in GDPR throughout this Exhibit the parties acknowledge that this shall also be deemed to be a reference to the corresponding section in the Data Protection Act 2018.

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

The terms "**Data Controller**", "**Data Subject**" and "**processing**" shall have the meanings set out in the GDPR.

"Personal Data" shall have the meaning set out in the GDPR and relates only to such personal data, or any part of such personal data, of which the Customer or its Affiliates is the Data Controller and in relation to which Licensors is providing services under this Agreement;

- 1.2 The Parties agree that to the extent that Licensors, in the course of performing its obligations under the Agreement, processes any Personal Data provided by or on behalf of the Customer, the provisions of this Exhibit E shall apply.
- 1.3 The Parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with the Agreement, which processing, as at the Effective Date, shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in the Appendix to this Exhibit E as amended from time to time.
- 1.4 Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 1.5 The Customer shall:
- (a) ensure that any instructions it issues to Licensors shall comply with the Data Protection Laws; and
 - (b) have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which the Customer acquired the Personal Data, and shall establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for Licensors to process the Personal Data as contemplated by the Agreement.
- 1.6 To the extent Licensors processes any Personal Data on behalf of the Customer, Licensors shall:
- (a) process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in the Agreement) provided such instructions are reasonable and lawful and unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, Licensors shall notify the Customer of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of the Agreement; provided that if such processing instructions require Licensors to implement any measures or processes over and above those in place at the time of receiving the processing instructions, Licensors shall not be required to implement such measures and processes unless and until the Customer agrees in writing to bear the cost for implementing such measures and processes.
 - (b) take commercially reasonable steps to ensure only Licensors Personnel who need access to the Personal Data to meet Licensors' obligations under the Agreement are authorised to have access to such Personal Data, and ensure that any such Licensors Personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Data;

- (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure a level of security for such Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- (d) unless the transfer is based on an "adequacy decision", is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, not transfer, access or process such Personal Data outside the European Union without the prior written consent of the Customer (not to be unreasonably withheld or delayed).
- (e) Inform the Customer without undue delay upon becoming aware of any such Personal Data (while within Licensor's control) being subject to a personal data breach (as defined in Article 4 of GDPR);
- (f) not disclose any Personal Data to any Data Subject or to a third Party other than at the written request of the Customer or as expressly provided for in this Agreement;
- (g) except for Personal Data of which Licensor is also a Data Controller, and except as required by law or in order to defend any actual or possible legal claims, as the Customer so directs, take reasonable steps to return such Personal Data and/or irretrievably delete all Personal Data on termination or expiry of the Agreement, and not make any further use of such Personal Data.
- (h) permit the Customer or its representatives on reasonable written notice to carry out a remote audit of all relevant information relating to the processing of Personal Data by Licensor, which may take the form of conference calls and/or Licensor's completion of information security or other questionnaires submitted by or on behalf of the Customer in order to verify compliance with this paragraph 1.6 of Exhibit E, subject to the following requirements:
 - (i) the Customer may perform such audits no more than once per year unless required by Data Protection Laws;
 - (ii) the Customer may use a third Party to perform the audit on its behalf, provided such third Party executes a confidentiality agreement acceptable to Licensor ("NDA") before the audit;
 - (iii) audits must be conducted during regular business hours, subject to Licensor's policies, and may not unreasonably interfere with Licensor's business activities. Due to the multi-tenant nature of some of Licensor's business systems, Licensor may limit the scope of audit activities and relevant reporting to ensure customer confidentiality;
 - (iv) the Customer must provide Licensor with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this paragraph 1.6 of Exhibit E. The audit reports shall be confidential;
 - (v) to request an audit, the Customer must first submit a detailed audit plan to Licensor at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. Licensor will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise Licensor's confidentiality obligations or its security, privacy, employment or other relevant policies). Licensor will work cooperatively with the Customer to agree a final audit plan;
 - (vi) the person carrying out the audit shall be supervised by Licensor at all times;
 - (vii) nothing in this paragraph 1.6(h) shall require Licensor to breach any duties of confidentiality owed to any of its clients, employees or third parties;
 - (viii) all audits are at the Customer's sole cost and expense; and
 - (ix) information provided by or on behalf of Licensor pursuant to an audit will be Licensor's Confidential Information. If Customer's Agreement does not include a provision protecting Licensor's Confidential

Information, then such Confidential Information will be made available to Customer subject to an NDA. Customer hereby agrees to use the Confidential Information in accordance with the terms of the confidentiality provision contained in the Agreement or the NDA as applicable, and agrees to delete such Confidential Information on the earlier of (i) the date when Customer concludes its evaluation of the Licensor Confidential Information and (ii) 30 days after receiving such Confidential Information from Licensor.

1.7 Licensor agrees that it shall:

- (i) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR provided that the Customer shall be responsible for Licensor's reasonable costs and expenses arising from such co-operation and assistance;
- (j) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (k) provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data provided that the Customer shall be responsible for Licensor's reasonable costs and expenses arising from such co-operation and assistance.

1.8 If Customer receives any complaint, notice or communication from a DP Regulator which relates directly to the processing of Personal Data by Licensor, it shall as soon as reasonably practicable notify Licensor and Licensor agrees to provide Customer with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

1.9 The Customer generally agrees that Licensor may engage third parties to support Licensor in its provision of the Licensor Products and Services where processing of Personal Data is involved ("**Sub-Processors**"). Sub-Processors for the purpose of this Agreement do not include companies providing ancillary services such as back-ups, telecommunication services, postal/transport services, maintenance and user support services, nor measures to ensure the confidentiality, availability, integrity, and resilience of the hardware and software of processing equipment.

1.10 If Licensor engages a new Sub-Processor ("**New Sub-Processor**"), Licensor shall inform the Customer of the engagement and the Customer may object to the engagement of such New Sub-Processor by notifying Licensor within 10 Business Days of such notification, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this Exhibit E, and must include sufficient detail as Licensor may reasonably request to enable Licensor to consider properly the objection. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer.

1.11 Licensor shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which Licensor is subject to under this Exhibit E.

1.12 Any sub-contracting or transfer of Personal Data pursuant to this Exhibit E shall not relieve Licensor of any of its liabilities, responsibilities and obligations to the Customer under the Agreement and Licensor shall remain liable for the acts and omissions of its Sub-Processor.

1.13 Where Personal Data is processed by Licensor under or in connection with this Agreement on behalf of the Customer, the Customer agrees that Licensor may disclose the Personal Data to such Licensor Personnel and Sub-Processors as Licensor reasonably considers necessary for the performance of its obligations under the Agreement, for compliance with applicable law and is required to defend any actual or possible legal claims. Licensor shall take reasonable steps to ensure the reliability of any Licensor Personnel or Sub-Processor who has access to the Personal Data and ensure that such persons are aware of Licensor's obligations under this Agreement.

1.14 For the avoidance of doubt, clause 7 of the Terms and Conditions shall apply in relation to this Exhibit .E

APPENDIX TO EXHIBIT E

The Personal Data processing activities carried out by Licensor under the Agreement may be described as follows:

1. Subject matter of processing

Processing relating to the Customer during the term of the Agreement.

2. Nature and purpose of processing

Processing of Personal Data incidental to, and limited to the extent necessary, for Licensor to supply the Software, provide the Maintenance Services, Professional Services and Service Deliverables, and fulfil its obligations to the Customer under the Agreement.

3. Categories of Personal Data

Personal data including:

- **personal details**
- **family, lifestyle and social circumstances**
- **goods and services**
- **financial details**
- **education and employment details**

4. Categories of data subjects

Customers, complainants and enquirers.

5. Duration

Continuously during the term of the Agreement.