

SAAS SUBSCRIPTION EXHIBIT

This exhibit is applicable to all SaaS Subscription previously and subsequently ordered by Customer and is hereby incorporated into the Agreement. The terms of this exhibit are applicable to any SaaS Subscription purchased by Customer from time to time and governs all use of any SaaS Subscription.

1. Definitions

- a. **"Customer Data"** means any data, information or material provided to Licensor or uploaded to the SaaS Subscription by or on behalf of Customer in the course of Customer using the SaaS Subscription, which may or may not include personal data, as applicable.
- b. **"Customer Equipment"** means Customer's computer hardware, software and network infrastructure used to access the SaaS Subscription.
- c. **"Customer Error Incident"** means any SaaS Subscription unavailability related to Customer's applications, Customer Data, Customer's Equipment, or the acts or omissions of any User of the SaaS Subscription that cause a disruption or error in the SaaS Subscription.
- d. **"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 SaaS Subscription or Software.
- e. **"Login"** means the username and password assigned by Customer for each User.
- f. **"SaaS Subscription"** means the hosted, on-demand or web-based services offered by Licensor as set forth in an Order Form.
- g. **"Subscription Term"** means the term during which Customer receives SaaS Subscription.
- h. **"User"** means any individual accessing or using the Software or SaaS Subscription.

2. SaaS Subscription

- a. Licensor will provide Customer with use of the SaaS Subscription, 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 SaaS Subscription from time to time, at no cost or expense to Customer. Licensor will configure the SaaS Subscription and any Service Deliverables used in conjunction with the SaaS Subscription, 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 SaaS Subscription without Licensor's prior written consent. Licensor shall provide installation of any Maintenance Releases at its sole discretion, as part of the SaaS Subscription, 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 SaaS Subscription or otherwise share Login accounts, User identifications or passwords. Customer is liable for all access to the SaaS Subscription and activities conducted by individuals accessing the SaaS Subscription using the Logins, including such individual's compliance with the terms herein.
- c. Licensor will maintain the SaaS Subscription 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 SaaS Subscription. 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 SaaS Subscription, and Licensor will not be responsible for such acts.

3. **Restrictions.** Customer shall use the SaaS Subscription solely for Customer's internal business purposes, in compliance with applicable law, and shall not: (i) make the SaaS Subscription 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 SaaS Subscription by any means other than the Login or otherwise attempt to gain unauthorized access to, or disrupt the integrity or performance of, the SaaS Subscription or the data contained therein; (v) modify, copy or create derivative works based on the SaaS Subscription; (vi) reverse engineer the SaaS Subscription or Software; (vii) access the SaaS Subscription or Software for the purpose of building, selling, marketing or otherwise, a competitive product or service or copying the

Software or SaaS Subscription' features or user interface; or (viii) remove the copyright, trademark, or any other proprietary rights or notices included within the SaaS Subscription or Software and on and in any Documentation. Customer shall not make any attempt to overwhelm the server resources of the SaaS Subscription or otherwise induce a denial-of-service attack on the SaaS Subscription through some combination of search requests. If Customer engages in activity that is not a legitimate use of the SaaS Subscription, such as security penetration tests, stress tests, spamming activity, or other activity for which the SaaS Subscription is not intended, such use will be considered a material breach of the Agreement and Licensor may shut down Customer's access to the SaaS Subscription until such activity ceases, with such interruption not being counted against the above Service Availability.

4. 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 SaaS Subscription, 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 SaaS Subscription.
- b. Customer shall be responsible for any costs in connection with establishment and maintenance of Internet connectivity to the SaaS Subscription, 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 SaaS Subscription.

- 5. Service Availability.** Licensor shall make reasonable efforts to provide production environment service availability of 99.9% 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 SaaS Subscription shall not be considered a breach of Licensor's obligations hereunder if: (i) Licensor promptly takes all reasonable steps to restore the SaaS Subscription; or (ii) the interruption in SaaS Subscription results from a Customer Error Incident, a Force Majeure, regularly scheduled or emergency maintenance, or due to an Internet Disruption.

6. 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 SaaS Subscription 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 SaaS Subscription, 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 SaaS Subscription 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.

7. Payment.

- a. In addition to any other rights granted to Licensor herein, Licensor reserves the right to suspend Customer's access to the SaaS Subscription, without prior 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 SaaS Subscription, including committed fees for SaaS Subscription for the Subscription Term or any other fee or charge associated with Customer's use of the SaaS Subscription. Customer may only reduce the number of Users or other license types set forth in the Order Form at the end of the Subscription Term set out in the Order Form.
 - c. Licensor reserves the right to impose a service reinstatement fee in the event Customer is suspended and thereafter request access to the SaaS Subscription.
 - 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.
- 8. Termination.** Upon termination or expiration 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 SaaS Subscription, including committed SaaS Subscription Fee for each Subscription Term, fees for the Professional Services or any other fee or charge associated with Customer's use of the SaaS Subscription 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.