Online Transcend Services Agreement

This Online Transcend Services Agreement ("**Agreement**") is entered into by and between Transcend Inc. ("**Transcend**") and the entity or person placing an order via an Order Form or accessing the Services ("**Client**" or "**you**"). This Agreement consists of the terms and conditions set forth below and any Order Forms. Certain capitalized terms are defined in Section 11 (Definitions) and others are defined contextually in this Agreement. If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to "you" reference your company.

The "**Effective Date**" or this Agreement is the date which is the earlier of (a) Client's initial access to the Services through any online provisions, registration or order process, or (b) the effective date of the first Order Form. Transcend may modify this Agreement from time to time as permitted in Section 10.13 (Modifications to the Agreement).

By indicating your acceptance of this Agreement or accessing or using the Services, you are agreeing to be bound by the terms and conditions of this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.

The parties agree as follows:

1. Transcend Services.

1.1 **Provision of Services.** Client and its Authorized Users and End Users may access and use the Services in accordance with this Agreement and the Documentation.

1.2 **Security.** Transcend will implement and maintain commercially reasonable technical and organizational security measures designed to prevent Security Incidents.

1.3 **Privacy and Data Processing.** The Data Processing Agreement set forth at https://transcend.io/legal/data-processing-addendum/ ("**DPA**") is hereby agreed to by the parties and is incorporated into this Agreement by reference.

1.4 **Changes to Services.** Subject to Section 7.1 (Limited Warranties), Transcend may change or update the Services from time to time.

1.5 **Technical Services.** The parties may enter into an SOW describing configuration, implementation, training, or other technical services to be provided by Transcend or its contractors to Client. Transcend will be responsible for the provision of services specified in the SOW.

1.6 **Service Levels and Support.** During the Subscription Term, the Services will be subject to the Service Level Agreement in Exhibit A (Service Level Agreement).

1.7 **Trial and Beta Services.** Client may receive access to the Service (or Service features) on a "trial," "evaluation," or "proof of concept" basis, or on an "early access," "alpha," "private Beta," "public Beta," "pre-release," "beta" or similar basis ("Trials and Betas"). Transcend will identify all Trials and Betas as such and any usage by Client is optional. Use of Trials and Betas are only permitted for Client's internal evaluation during the period designated by Transcend (or if not designated, 30 days), and may be subject to additional terms provided by Transcend and agreed by Client. Trials and Betas, including their features and functionality: (a) may not be an official product and may not have been commercially released; (b) may not be in final form or be fully functional; (c) may contain errors, design flaws or other problems; (d) may generate or produce inaccurate information or unexpected or incorrect results; (e) may cause loss of data or communications, project delays or other unpredictable damage or loss; (f) may never be released as a commercial version; and (g) may be discontinued by Transcend in whole or in part, at any time and without any obligation or liability to Client. **Not withstanding anything to the contrary herein, Transcend provides no warranty, SLA, or support for**

Trials and Betas and its liability for Trials and Betas will not exceed fifty U.S. dollars (US$50).

2. Client Use of Services.

2.1 **Client Administration.** Client is responsible for designating Authorized Users for its Services account, maintaining updated Authorized User contact information, and managing access to Authorized User accounts.

2.2 **Client Responsibilities.** Client is responsible for any use of the Services through its account. Client will maintain the confidentiality of account credentials used by Authorized Users to access the Services. Client will prevent unauthorized use of the Services and promptly notify Transcend of any unauthorized use. Client may not permit sharing of accounts and passwords.

2.3 **Compliance.** Client may only use the Services in accordance with this Agreement, the Documentation, and the Acceptable Use Policy. Client will obtain any permissions or consents from End Users and Authorized Users and comply with any privacy and data protection laws necessary to allow the operation of the Services.

2.4 **Usage Limits.** Use of the Services may be subject to usage limits set forth in Client's Order Form or the Documentation.

2.5 **Restrictions.** Client will not (and will not allow any Authorized User or third party to): (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services, (b) modify or create derivative works based on the Services, (c) sell, resell, license, copy, rent, lease, distribute, time-share the Services or otherwise use the Services for the benefit of a third party, (d) remove or alter proprietary notices from the Service, or (e) use the Service to create any other product.

2.6   **Client Third-Party Services.** If Client uses any Client Third-Party Services with the Services: (a) Transcend will not be responsible for any act or omission of the third-party, including the third-party's access to or use of Client Data; and (b) Transcend does not warrant or support any Client Third-Party Service. Client is responsible for complying with licenses and paying fees for Client Third-Party Services.

2.7   **Suspension.** Any use of the Services by Client or an Authorized User in breach of this Agreement, including the Acceptable Use Policy, or which may threaten the security, integrity or availability of Transcend's services, may result in Transcend's immediate suspension of the Services, however, Transcend will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.   Ownership.

3.1   **Transcend License.** Except for the rights granted in Section 1 (Transcend Services), Transcend and its licensors own and reserve all right, title, and interest in and to the Services and the Transcend Technology.

3.2   **Client License.** Except for the rights granted in this Section, as between the parties Client owns and reserves all right, title, and interest in and to the Client Data. Client grants Transcend and its contractors a worldwide, non-exclusive right to use the Client Data to provide the Services. Transcend may generate and derive Transcend Data from Client Data and Client's use of the Services, and may use Transcend Data: (i) to provide, maintain, and improve the Services and develop new features and services, and (ii) create and distribute reports and materials about the Services. Transcend will not identify Client as a source of information for any report or material described in this Section without Client's permission. Transcend may use Client Account Data to provide the Services to Client, including administering Client and Authorized User accounts, and for other lawful business purposes in accordance with the Transcend Privacy Notice. Transcend may display Client's logo within designated areas of the Transcend Service.

3.3   **Suggestions.** Client hereby grants to Transcend a worldwide, non-exclusive, transferable, sublicensable, perpetual, irrevocable license to use and create derivative works from any Suggestions provided to Transcend in connection with the Services. Transcend acknowledges and agrees that Suggestions are provided by Client "as is" without warranty of any kind.

3.4   **Client List.** Transcend may use Client's name, logo, and marks to identify Client as a Transcend customer on Transcend's website and in other marketing materials. Client also agrees that Transcend may verbally reference Client as a customer of the Services.

4.   Fees and Payment

4.1   **Fees.** Client will pay Transcend the fees for the Services set forth in the Order Form, invoice, or Transcend billing webpage within Client's account, as applicable. If Client disputes any such fees in good faith, then Client will notify Transcend in writing prior to the date on which such fees are due, and the parties will work together to resolve the dispute promptly. If the parties are unable to resolve a dispute within ten (10) days of Client's notice, each party shall have the right to seek any remedies it may have under this Agreement, notwithstanding anything to the contrary herein. All payments are due in U.S. dollars unless otherwise indicated by Transcend. Client is responsible for providing complete and accurate billing and contact information to Transcend and updating Transcend of any changes. All fees paid are non-refundable and not subject to set-off.

4.2   **Invoicing and Payment.** Unless otherwise set forth in the Order Form or invoice, all fees will be invoiced in advance. If specified in the Order Form or invoice, usage-based fees may be invoiced monthly, in arrears. All invoices issued under this Agreement are due and payable according to the payment agreement in the Order Form, if applicable, or within thirty (30) days from invoice send date. If Client provides Transcend with credit card information for payment, Client acknowledges that an invoice may not be sent and Client authorizes Transcend to charge the credit card for the Services listed in the Order Form or Transcend billing webpage for the Subscription Term. If the Client requires the use of a purchase order or purchase order number, the Client (a) must provide the

purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Client purchase order will not apply to this Agreement and are void.

4.3 **Late Payments.** If any fees are thirty (30) or more days overdue, Transcend may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full, provided that Transcend will give Client at least fifteen (15) days' prior written notice of the suspension. Past due amounts are subject to a finance charge of 1.5% per month (or the highest rate permitted by law) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by Transcend in collecting past due amounts.

4.4 **Taxes.** Client is responsible for all taxes, except those directly relating to Transcend's net income, gross receipts, or capital stock. Transcend will invoice Client for sales tax when required to do so and Client will pay the tax unless Client provides Transcend with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5 **Future Functionality.** Client agrees that it has not relied on the availability of any future functionality of the Service or any other future product or service in executing this Agreement or any Order Form. Client acknowledges that information provided by Transcend regarding future functionality should not be relied upon to make a purchase decision.

5. Term and Termination

5.1 **Term.** The Agreement will remain in effect for the Term.

5.2 **Subscription Terms.** Unless otherwise set forth in an Order Form or other order confirmation, subscriptions will automatically renew for subscriptions of the same length as the Initial Subscription Term, unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the Subscription Term. Transcend may revise

the rates for the Services by providing Client with at least forty-five days' notice prior to the renewal.

5.3   **Termination.** Either party may terminate this Agreement if (a) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice, or (b) the other party ceases its business operations or becomes subject to insolvency proceedings.

5.4   **Effect of Termination.** If this Agreement is terminated by Client in accordance with the "Termination" Section above, Transcend will refund Client any prepaid fees covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Transcend in accordance with the "Termination" section above, Client will immediately pay any unpaid fees, including those covering the remainder of the Subscription Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Client of its obligation to pay any fees payable to Transcend for the period prior to the effective date of termination. If this Agreement expires or is terminated, then (a) the rights granted by one party to the other will cease immediately except as otherwise set forth in this Section, and (b) the following Sections will survive: 3 (Ownership), 4 (Fees and Payment), 5.4 (Effect of Termination), 6 (Confidentiality), 7 (Limited Warranty), 8 (Indemnification), 9 (Limitation of Liability), 10 (General Provisions), 11 (Definitions).

6.   Confidentiality.

6.1   **Definition of Confidential Information. "Confidential Information"** means any business or technical information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") under this Agreement that is marked as confidential or would normally be considered confidential to a reasonable person under the circumstances. This Agreement, Order Forms, and the Transcend Technology will be Confidential Information of Transcend. Client Data will be Confidential Information of Client. Confidential Information will not include any information that (a) is or becomes public through no fault of the Receiving Party, (b) was known to the Receiving Party prior to

receipt, (c) is obtained by the Receiving Party from a third party not under an obligation of confidentiality, and (d) is independently developed by Receiving Party without use of the Disclosing Party's Confidential Information.

6.2   **Obligations.** The Receiving Party will (a) not use the Disclosing Party's Confidential Information for any purpose outside of the scope of this Agreement and (b) except as authorized or directed by the Client to provide Confidential Information to a Client Third-Party Service, limit access to the Disclosing Party's Confidential Information to its and its Affiliate's employees, contractors, and advisors who need access to the Confidential Information for any purpose not outside of the scope of this Agreement and who have agreed to confidentiality provisions with the Receiving Party containing similar protections to the protections for Confidential Information in this Agreement.

6.3   **Compelled Disclosure.** Each party may disclose the other party's Confidential Information when required by law or regulation so long as the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure, to the extent permitted, and reasonable assistance at the Disclosing Party's cost to contest or limit the disclosure. If the Receiving Party is compelled to disclose the Confidential Information, the Receiving Party will disclose the minimum extent of Confidential Information necessary.

7.   Limited Warranty.

7.1   **Limited Warranty.** Transcend warrants, for Client's benefit only, that: (i) the Services will operate in substantial conformity with the applicable Documentation, and (ii) the functionality of the Services will not be materially reduced during Client's applicable Subscription Term, compared to that at the start of such Subscription Term. Transcend's sole liability (and Client's sole and exclusive remedy) for any breach of the foregoing warranties shall be, at no charge to Client, for Transcend to use commercially reasonable efforts to correct the reported non-conformity, or if Transcend determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Client will receive as its sole remedy a refund of any fees Client has pre-paid for use of the applicable Services for the terminated portion of the applicable Subscription Term. The

limited warranties set forth in this Section 7.1 shall not apply: (i) if Client fails to notify Transcend within thirty (30) days of the date on which Client first identified the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to Trials and Betas or any use of the Services provided on a no-charge or evaluation basis.

7.2 **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET OUT IN THE PRECEDING SECTION 7.1, TO THE FULLEST EXTENT PERMITTED BY LAW, TRANSCEND AND ITS AFFILIATES (A) MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR (II) THAT THE SERVICES ARE ACCURATE, COMPLETE, OR RELIABLE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TRANSCEND WILL NOT BE LIABLE FOR THE ACTS AND OMISSIONS OF ANY CLIENT THIRD-PARTY SERVICES. CLIENT IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ANY LAWS, AND TRANSCEND DISCLAIMS ALL LIABILITY RELATED TO CLIENT'S COMPLIANCE WITH LAWS.

8. Indemnification.

8.1 **Indemnification by Client.** Client will indemnify, defend, and hold harmless Transcend from and against all damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a third-party claim regarding Client Data obtained or processed by Client in violation of the law or a third party's rights.

8.2 **Indemnification by Transcend.** Transcend will indemnify, defend, and hold harmless Client from and against all damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a third-party claim regarding an allegation that the Services, when used as authorized under this Agreement, infringes or misappropriates any intellectual property right of such third party. In no event will Transcend have obligations or liability under this Section arising from: (a) Client's use of the Services in a modified

form or in combination with materials not furnished by Transcend, (b) Services performed according to Client specifications, (c) any content, information, or data provided by Client, or (d) any Trials or Betas or any use of Services provided on a no-charge or evaluation basis. For any claim covered by this Section, Transcend may, at its election (i) procure the rights to use the portion of the Services alleged to be infringing, (ii) replace the alleged infringing portion of the Services with a non-infringing alternative, or (iii) terminate the allegedly infringing portion of the Services, or this Agreement, and provide Client with a pro rata refund of prepaid fees for the affected Services.

8.3   **General.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.   Limitation of Liability.

9.1   **Limitation on Indirect Liability.** EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, TRANSCEND AND ITS AFFILIATES WILL NOT BE LIABLE UNDER THIS AGREEMENT TO CLIENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR (B) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, OR SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES (IN EACH CASE WHETHER DIRECT OR INDIRECT), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER TRANSCEND HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9.2   **Liability Cap.** EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CLIENT HAS PAID OR IS PAYABLE FOR CLIENT'S USE OF THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES WILL TRANSCEND'S LICENSORS HAVE ANY LIABILITY UNDER THIS AGREEMENT.

9.3   **Excluded Claims. "Excluded Claims"** means (a) any claim arising from Client's breach of Sections 2.2 (Client Responsibilities), 2.3 (Compliance), or 2.5 (Restrictions); or (b) any amounts payable to third parties pursuant to Client's indemnification obligations under Section 8.1 (Indemnification by Client) or Transcend's indemnification obligations under Section 8.2 (Indemnification by Transcend).

10.   General Provisions.

10.1   **Entire Agreement.** All attachments to the Agreement, SOWs, and Order Forms executed by the parties are hereby incorporated into the Agreement by reference. This Agreement constitutes the entire agreement between Client and Transcend with respect to the subject matter of this Agreement and supersedes any prior or contemporaneous agreements whether written or oral, including any non-disclosure agreements. Except as otherwise set forth in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless set forth in writing and signed by the parties. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: Order Form, the SOW, the DPA, the Agreement, and the Documentation.

10.2   **Governing Law and Jurisdiction.** This Agreement will be governed by California law except for its conflicts of laws principles. The jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts.

10.3   **Notices.** Notices must be sent by first class mail or overnight courier and are deemed given when received. Notices to Client may also be sent to the applicable Authorized User account email address and are deemed given when sent. Notices to Transcend must be sent to Transcend Inc., Attn: Legal Department, 440 N Barranca Ave #1897, Covina, CA 91723, with a copy to legal@transcend.io.

10.4   **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld; except, however, either party may assign this Agreement in its entirety, without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the restrictions in this section, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Any other attempt to transfer or assign is void. If a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of the other party, then the other party may terminate this Agreement upon written notice.

10.5   **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship between the parties.

10.6   **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

10.7   **Construction.** Any ambiguity in the Agreement will be interpreted equitably without regard to which party drafted the Agreement. "Including" and "include" will be construed to mean "including without limitation."

10.8   **Force Majeure.**Except with regard to any payment obligations set forth herein, neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, epidemic, act of war or terrorism, labor disputes, governmental action, utilities failures, and Internet disturbance) that was beyond its reasonable control (each, a "**Force Majeure Event**").

10.9   Waiver. No failure or delay by either party in exercising a right under this Agreement will constitute a waiver of that right. A waiver of a default is not a waiver of any subsequent default.

10.10   Severability. If a court of competent jurisdiction finds any term of this Agreement to be unenforceable, the unenforceable term will be modified to reflect the parties' intention and only to the extent necessary to make the term enforceable. The remaining provisions of the Agreement will remain in effect.

10.11   Counterparts. This Agreement and any Order Form may be executed in counterparts, which taken together will constitute one instrument, and may be executed and delivered electronically.

10.12   Export Compliance. The Services may be subject to export restriction laws and regulations in the U.S. and any other applicable jurisdiction and Client is responsible for compliance regarding Client's use of the Services. Client will not permit Authorized Users or End Users to access the Services from a U.S. embargoed country.

10.13   Modifications to Agreement. Transcend may modify this Agreement from time to time with notice to Client. Modifications take effect at Client's next Subscription Term or Order Form unless Transcend indicates an earlier effective date. If Transcend requires modifications with an earlier effective date and Client objects, then at Transcend's option, either (a) modifications become effective on Client's next Subscription Term or Order Form, or (b) Client may terminate this Agreement with notice to Transcend, in which case Transcend will provide Client a refund of any pre-paid Services fees for the terminated portion of the then-current Subscription Term (as its exclusive remedy). To exercise this right, Client must notify Transcend of its objections within 30 days after Transcend's notice of the modified Agreement. Once the modified Agreement takes effect Client's continued use of the Services constitutes its acceptance of the modifications. Transcend may require Client to click to accept the modified Agreement.

11.   Definitions.

11.1 **"Acceptable Use Policy"** means the acceptable use policy for the Services provided by Transcend at https://transcend.io/legal/acceptable-use/.

11.2 **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party, where "control" means the ability to direct the management and policies of an entity.

11.3 **"Authorized User"** means a Client-designated user who administers the Services account and has access to permissions and other sensitive settings.

11.4 **"Client Account Data"** means any Personal Data that relates to Client's relationship with Transcend, including the names or contact information of Authorized Users, and billing information of individuals that Client has associated with its account.

11.5 **"Client Data"** means data and information submitted to the Services by Client, Authorized Users, or End Users, including data and information submitted to the Services from Client Third-Party Services authorized by Client.

11.6 **"Client Third-Party Services"** means products, services, or applications made available to Client by third parties that interoperate through an API with the Services (e.g., Segment).

11.7 **"Documentation"** means the documentation available at https://docs.transcend.io/docs.

11.8 **"End User"**means a user or customer of Client that interacts with one or more interfaces of the Services.

11.9 **"Initial Subscription Term"** means the term for the applicable Services either (a) starting on the Effective Date and continuing for one (1) year or (b) starting on the subscription start date set forth on Client's first Order Form and continuing for the period set forth in the Order Form.

11.10 **"Order Form"** means the ordering document or page for the Services referencing this Agreement.

11.11   **"Personal Data"** means any information included in the Client Data relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

11.12   **"Security Incident"** means any unauthorized or unlawful breach of security by Transcend that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data under Transcend's control.

11.13   **"Services"** means the products and services ordered by Client under an Order Form or otherwise provided by Transcend and used by Client under this Agreement.

11.14   **"SOW"** means statement of work.

11.15   **"Subscription Term"**means the Initial Subscription Term or any then-current renewal term for the Services.

11.16   **"Suggestions"** means feedback, comments, ideas, reviews, information, suggestions, or other materials that Client or Authorized Users provide to Transcend or its contractors.

11.17   **"Term"** means the term for this Agreement, which will begin on the Effective Date and continue until the earlier of: (a) the last Subscription Term has expired, or (b) the termination of this Agreement.

11.18   **"Transcend Data"** means (i) Transcend's technical logs, data and learnings about Client's use of the Services, and (ii) aggregated and anonymized data derived from Client Data so that such data cannot reasonably be used to identify a natural person.

11.19   **"Transcend Privacy Notice"** means Transcend's privacy notice available at http://privacy.transcend.io.

11.20   **"Transcend Technology"** means the Services, Documentation, Transcend Data, and Transcend's trademarks, logos, and other brand features.

Exhibit A

Service Level Agreement

1. Additional Definitions

"Available" means the Services are available and operable for access and use by Client over the Internet in material conformance with the specifications contained in the Agreement. The Services are not considered Available in the event of any performance degradation or inoperability of the Services, in whole or in part, except as a result of an Exception.

"Exception" means any one or more of the following: (i) Client's misuse of the Services in violation of the terms of the Agreement; (ii) failures of Client's Internet connectivity which are not caused by Transcend; (iii) widespread Internet or other network traffic problems other than problems arising in or from networks actually provided or required to be provided or controlled by Transcend, if applicable; (iv) a Force Majeure Event; (v) Client's failure to meet any minimum hardware or software requirements set forth in the Agreement; or (vi) Scheduled Downtime; (vii) slowness or other performance issues with individual features (including link expansions, search, file uploads, exports); (viii) issues that are related to external applications or third parties; or (ix) any Trials or Beta or features offered on a no charge or evaluation basis.

"SLA Warranted Services" means the Admin Dashboard, Backend API, and Multi-Tenant Sombra made available as part of the Services (to the extent Client's configuration includes such features).

2. Availability Requirement. Subject to the Exceptions set forth below, Transcend will use commercially reasonable efforts to make the SLA Warranted Services Available for 99.99% of each month (the "**Availability Requirement**"). Client may view and subscribe to uptime and incident updates at status.transcend.io.

3. Scheduled Downtime. Transcend will notify Client in writing at least seventy-two (72) hours in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than one (1) hour; and (b) occur no more frequently than once per week; provided that Transcend may request Client's approval for extensions of Scheduled Downtime beyond such permitted periods, such approval not to be unreasonably withheld or delayed. If Transcend's Scheduled Downtime exceeds one hour or occurs more frequently than one week, with the exception of Scheduled Downtime extensions approved by the Client, the Services will then no longer be considered Available.

4. Special Termination Right. As Client's sole and exclusive remedy for any failure of the SLA Warranted Services to achieve the Availability Requirement, in the event that Transcend fails to meet the Availability Requirement in two (2) consecutive months or in any three (3) of six (6) consecutive months, Client may terminate the Agreement upon written notice to Transcend and will receive as its sole remedy a refund of any fees Client has pre-paid for use of the Services for the terminated portion of the applicable Subscription Term. Client must

exercise this termination right within thirty (30) days of reasonably becoming aware of a Services failure or such right will be deemed waived.

5. Response Times. Transcend will use commercially reasonable efforts to address issues in accordance with the severity classification table and guaranteed Response Times below. "Response Time" is the time it will take for a live Transcend support individual to respond to a reported issue. If an issue can fit more than one severity level, it will be categorized into the highest severity level:

24 business hours, Monday - Friday	8 business hours, Monday - Friday	2 hours, 24x7x365	
High Transcend Services are operational but has a severe loss or restricted functionality in the production system/environment.	24 business hours, Monday - Friday	12 business hours, Monday - Friday	4 hours, 24x7x365
Normal Transcend Services are operational but has a minor loss of functionality (with or without a workaround) on any environment, causing low or no impact to Client's business. General questions regarding software functionality.	5 business days	2 business days	4 business hours
Low Documentation errors and software feature requests	5 business days	5 business days	1 business day