

TECH 42 STANDARD CONTRACT FOR AWS MARKETPLACE

1. Scope.

1.1 **Terms and Conditions.** This Standard Contract for AWS Marketplace (the “**Standard Contract**”) sets forth the terms and conditions applicable to the licensing of Product from Tech 42 LLC, with offices at 721 Walnut Lane, Woodstock, GA 30188 (“**Tech 42**”) by the Party (defined below) subscribing to the Product (“**Client**”), whether deployed into Client’s Computing Environment and/or made available as SaaS Service from Tech 42’s Computing Environment. This Standard Contract only applies if the Product is expressly offered pursuant to the Standard Contract. The offer of Product pursuant to this Standard Contract, and Client’s purchase of the corresponding Subscription, constitutes each Party’s respective acceptance of this Standard Contract and their entry into this Agreement (defined below), and this Agreement will become effective on the date of Client’s purchase of the corresponding Subscription. Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Client and Tech 42 may be referred to collectively as the “**Parties**” or individually as a “**Party**”.

BY ACCEPTING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THIS STANDARD CONTRACT, BY PURCHASING OR SUBSCRIBING TO THE SUBSCRIPTION(S), SERVICE(S) AND/OR PRODUCT(S), CLIENT AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CLIENT REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR IF CLIENT DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, CLIENT MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT RECEIVE OR ACCEPT THE SUBSCRIPTION(S), SERVICE(S) AND/OR PRODUCT(S). RECEIVING, ACCEPTING OR USING THE SUBSCRIPTION(S), SERVICE(S) AND/OR PRODUCT(S)S INDICATES CLIENT’S ACCEPTANCE OF THIS AGREEMENT.

1.2 **Product Subscription.** Tech 42 will fulfill the Subscription to Client. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed in Client’s Computing Environment and/or Product deployed via SaaS Service through Tech 42’s Computing Environment. The pricing and term of the Subscription (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that are included or referenced in the Product Listing are a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and a description of Tech 42’s security practices.

1.3 **Agreement.** Each Subscription is subject to and governed by this Standard Contract, the applicable Product Listing, the terms and conditions of the NDA (if any and as defined in Section 6.4), the Privacy and Security Terms for SaaS Service Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with Section 12.3, which together constitute the entire agreement between Client and Tech 42 (the

“**Agreement**”). Each Subscription is a separate agreement between Client and Tech 42. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) the Privacy and Security Terms for SaaS Service Subscriptions; (c) the NDA (if any); (d) the Product Listing; and (e) this Standard Contract.

2. Licenses.

2.1 Licensed Materials.

2.1.1 If the Subscription is for a Product, or includes a component of a Product, deployed in Client’s Computing Environment, Tech 42 hereby grants to Client during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to deploy, operate and use the Product in Client’s Computing Environment and to allow its Users to access and use the Product, or the applicable Product component, as so deployed, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.2 If the Subscription is for a Product, or includes a Product component, deployed via SaaS Service, Tech 42 hereby grants to Client during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to access and use the Product via the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.3 Regardless of whether Client deploys the Product in Client’s Computing Environment or accesses the Product via the SaaS Service, Client may use the Product only: (a) in support of the internal operations of Client’s and its Affiliates’ business(es) or organization(s); (b) in connection with Client’s and its Affiliates’ products and services (but, for clarity, not as a stand-alone product or service of Client or its Affiliates); and/or (c) in connection with Client’s and its Affiliate’s interactions with Users.

2.1.4 Client may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that Client includes all proprietary legends and other notices on all copies. Tech 42 retains all rights not expressly granted to Client under this Agreement.

2.2 **Affiliates and Contractors.** With respect to Affiliates and Contractors that Client allows to use the Licensed Materials: (a) Client remains responsible for all obligations hereunder arising in connection with such Affiliate’s or Contractor’s use of the Licensed Materials; and (b) Client agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Client such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Client. The

performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Client will be deemed the act or omission of Client.

2.3 **Restrictions.** Except as specifically provided in this Agreement, Client and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4 **Open Source Software.** Subject to the requirements of Section 5.1(d), Product may contain or be provided with Open Source Software. If Client's use of the Product subjects Client to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open Source Software, and not to the entire Product, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5 **No Additional Terms.** No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Client or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Client in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.

2.6 **High-Risk Activities.** The Product is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Product could lead to severe physical or environmental damages ("**High Risk Activities**"). Client will not use the Product for any High Risk Activities.

3. **Services.**

3.1 **SaaS Service.** If Client is purchasing a SaaS Service Subscription, Tech 42 will provide the Product to Client as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. Tech 42 will provide Client all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service ("**Keys**") as set forth in the Product Listing.

3.2 **Support Services.** Tech 42 will make available to Client Documentation concerning the use and operation of the Product, and Tech 42 will provide Support Services to Client as described, incorporated or referenced in the Product Listing, if any.

4. **Proprietary Rights.**

4.1 **Licensed Materials.** Subject to the licenses granted herein, Tech 42 will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Client any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.

4.2 **Feedback.** Client may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services (“**Feedback**”), provided however, that Feedback does not include any Proprietary Rights of Client or Client’s Affiliates or any Client Data or Client Materials. Tech 42 may use and incorporate Feedback in Tech 42’s products and services without compensation or accounting to Client, provided that neither Tech 42 nor its use of the Feedback identifies Client as the source of such Feedback. Feedback is not confidential to Client. Client will have no obligation to provide Feedback, and all Feedback is provided by Client “as is” and without warranty of any kind.

5. **Warranties.**

5.1 **Licensed Materials.** Tech 42 represents and warrants to Client that: (a) for Subscriptions with Entitlement Pricing, in the case of Product, or a component of a Product, deployed in the Client’s Computing Environment, the Product or component will conform, in all material respects, to the Documentation, for 30 days after Client’s purchase of the Subscription or the term of the Subscription, whichever is shorter, and, in the case of Product, or a component of a Product, deployed as a SaaS Service, the Product will conform, in all material respects, to the Documentation during the term of the Subscription; (b) a Product, or a component of a Product, provisioned for deployment in the Client’s Computing Environment will not contain any automatic shut-down, lockout, “time bomb” or similar mechanisms that could interfere with Client’s exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit Keys that expire at the end of the Subscription); (c) Tech 42 will use industry standard practices designed to detect and protect the Product against any viruses, “Trojan horses”, “worms”, spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Product or interference with or harm to the operation of the Product or any systems, networks or data, including as applicable scanning the Product for malware and other security vulnerabilities and with up to date scanning software or service prior to making the Product (including any Product provided through Support Services) available to Client, and for Product or a component of a Product deployed via SaaS Service, scanning the Product or component on a regular basis; and (d) the Product, and Client’s use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Client Data, Client Materials or any software, documentation, information or other materials integrated, networked or used by Client with the Product, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2 **Services.** Tech 42 represents and warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Product Listing and Documentation.

5.3 **Remedies.** If any Product or Service fails to conform to the foregoing warranties, Tech 42 promptly will, at its option and expense, correct the Product and re-perform the Services as necessary to conform to the warranties. If Tech 42 does not correct the Product or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the “Cure Period”), as Client’s sole remedy and Tech 42’s exclusive liability (except as provided in Section 9), Client may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to terminate the Subscription and this Agreement without further liability and Tech 42 will provide Client with a refund of any fees prepaid to Tech 42 by Client, prorated for the portion of the Subscription unused at the time Client reported the breach of warranty to Tech 42, as well as, if applicable, any service credits available under Tech 42’s Support Services or other policies.

5.4 **Warranty Exclusions.** Tech 42 will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Product by Client in violation of this Agreement or applicable Law; (b) modifications to the Licensed Materials not provided by Tech 42 or its Personnel; (c) use of the Product in combination with third-party equipment or software not provided or made accessible by Tech 42 or contemplated by the Product Listing or Documentation; or (d) use by Client of Product in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Client.

5.5 **Compliance with Laws.** Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time (“**Laws**”) applicable to such Party in its performance under this Agreement.

5.6 **Power and Authority.** Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party’s performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.7 **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, CLIENT MATERIALS AND CLIENT DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TECH 42 DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET CLIENT’S REQUIREMENTS; OR (B) THAT THE OPERATION

OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidentiality.

6.1 **Confidential Information.** “**Confidential Information**” means any nonpublic information directly or indirectly disclosed by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party’s Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Tech 42.

6.2 **Obligations.** The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of the Product. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party’s Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure. Upon expiration or any termination of this Agreement, the Receiving Party will promptly destroy or (if requested) return the Disclosing Party’s Confidential Information and all copies thereof, provided that the Tech 42 may retain a single archival copy of Client’s Confidential Information; provided that such Confidential Information remains subject to the terms of this Agreement for the duration that it is retains by the Tech 42.

6.3 **Compelled Disclosure.** If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the

Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Client is a Government Entity, Client will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 **NDA.** Client and Tech 42 may agree to a separate nondisclosure agreement between Client and Tech 42 (or the respective Affiliates of Client and Tech 42) ("**NDA**") that applies to disclosures occurring during the term of the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7. **Additional SaaS Service Obligations and Responsibilities.** This Section 7 applies to Subscriptions for Product, or a component of a Product, deployed via SaaS Service only.

7.1 **Acceptable Use; Restrictions on Sensitive Information.**

7.1.1 Client will not intentionally use the Product, component or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Tech 42's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Tech 42's systems or networks or otherwise attempt to gain unauthorized access to the Product or Tech 42's systems or networks.

7.1.2 Client will not use the SaaS Services to store or process Highly Sensitive Information unless Tech 42 specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Agreement: (1) "special categories of personal data," "sensitive personal information," or "Sensitive Personal Data," as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations). Supplier shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Tech 42 to be used with Highly Sensitive Information.

7.1.3 Tech 42 may suspend Client's or a User's right to access or use any portion or all of the SaaS Service immediately upon notice to Client (a) if Tech 42, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Client or a User's use of the SaaS Service poses a material risk to the security or operation of Tech 42's systems, the SaaS Service or the systems or data of any other customer, or (ii) Client

or a User's use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; (b) if Client fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Client uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Tech 42 to be used with Highly Sensitive Information. To the extent reasonably practicable, Tech 42 will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Tech 42 will promptly restore the SaaS Service to Client upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

7.2 **Client Data and Client Materials.**

7.2.1 Client is and will continue to be the sole and exclusive owner of all Client Materials, Client Data and other Confidential Information of Client, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Tech 42 any rights of ownership or any other proprietary rights in or to the Client Data and Client Materials.

7.2.2 Client represents and warrants to Tech 42 that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Client Data to Tech 42 and for Tech 42 to use Client Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Client shares or permits access to Client Data.

7.2.3 The Parties agree that Client Data and Client Materials are Confidential Information of Client. Client hereby grants to Tech 42 a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2) license, under all Proprietary Rights, to reproduce and use Client Materials and Client Data solely for the purpose of, and to the extent necessary for, performing Tech 42's obligations under this Agreement. In no event will Tech 42 access, use or disclose to any third party any Client Data or any Client Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to Client and performing its obligations under this Agreement. Tech 42 will not aggregate, anonymize or create any data derivatives of Client Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

7.2.4 Client will have full access to, and has the right to review and retain, the entirety of Client Data contained in the Product. At no time will any computer or electronic records containing Client Data be stored or held in a form or manner not readily accessible to Client through the ordinary operation of the Product, except for backups of Client Data stored and/or maintained at Client's direction or in accordance with the Documentation and Privacy and Security Terms. Tech 42 will provide to Client all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Product, and Client will be entitled to delete, or have Tech 42 delete, Client Data as expressly specified by Client.

7.3 **System Data.** To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Client, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Client or any device as originating through or interacting with Client or its Affiliates ("**Identifiable System Data**"), Tech 42 may only collect and use

Identifiable System Data internally to administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for Client to optimize its use of the Product, including the provision of additional training, and to identify to Client complementary uses of Tech 42's other products and services. Tech 42 will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Client and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Client and its Affiliates. Tech 42 will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Client or any of its Affiliates or the intended recipient being in same industry or market as Client or any of its Affiliates. Tech 42 will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

7.4 Use of Other Data. Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Tech 42's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Client, its Affiliates, Users, customers, suppliers or other persons interacting with Client and its Affiliates or any Confidential Information of Client, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Product as originating through Client or its Affiliates or interacting with Client or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5 Security; Breach Notification. Tech 42 will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times Tech 42 will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Client Data; and (b) to maintain the availability and integrity of Client Data and to protect Client Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Tech 42 will inform Client promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Client Data (a "**Security Incident**"), provided that such notification is not prohibited by Law. Tech 42 will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Client Data. At Client's request and cost (subject to the limitation of liability set forth herein), Tech 42 will reasonably cooperate with Client in complying with its obligations under applicable law pertaining to responding to a Security Incident. Tech 42's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Tech 42 of any fault or liability with respect to the Security Incident.

7.6 Data Protection Legislation.

7.6.1 Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice

and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if Tech 42 is collecting or furnishing Personal Data to Client or if Tech 42 is Processing Personal Data on behalf of Client, then Tech 42 and Client and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law.

7.7 **Remedies.** Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

8. Limitations of Liability.

8.1 **Disclaimer; General Cap.** SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.2 **Exception for Gross Negligence, Willful Misconduct or Fraud.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.3 **Exception for Certain Indemnification Obligations.** THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT EXCEED ONE MILLION DOLLARS (\$1,000,000).

9. Indemnification.

9.1 **Tech 42 Indemnity.** Tech 42 will, at its expense, defend Client and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Client Indemnified Parties**") from and against any and all claims, actions, proceedings and

suits brought by a third party (including government investigations), (“**Claims**”) to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Client’s use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Client Data resulting from breach of Tech 42’s obligations under the Privacy and Security Terms or any violation by Tech 42 of Data Protection Laws. Tech 42 will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Client in any such Claims.

9.2 **Client Indemnity.** Client will, at its expense, defend Tech 42 and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively “**Tech 42 Indemnified Parties**”) from and against any and all Claims to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Client Materials or Client Data or Tech 42’s use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful Processing of Client Data by Tech 42 in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Client’s representations, warranties, and/or obligations under Section 7.2.2. Client will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Tech 42 in any such Claims. Notwithstanding any provisions herein to the contrary, if Client is a Government Entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3 **Process.** The party(ies) seeking indemnification pursuant to this Section 9 (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) will give the other Party (the “**Indemnifying Party**”) prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party’s expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties’ prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4 **Infringement Remedy.** In addition to Tech 42’s obligations under Section 9.1, if the Product or other Licensed Materials is held, or in Tech 42’s opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Tech 42’s opinion an injunction is likely to be obtained, that would prohibit or interfere with

Client's use of the Licensed Materials under this Agreement, then Tech 42 will at its option and expense either: (a) procure for Client the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Tech 42 cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Tech 42 will notify Client and either Party may terminate the Subscription and this Agreement, in which case Tech 42 will refund to Client any fees prepaid to Tech 42 by Client prorated for the unused portion of the Subscription. For clarity, Tech 42's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Client Indemnified Parties following an initial infringement Claim except that, if Tech 42 responds to an infringement Claim by accomplishing the solution in (b), Tech 42 will have no obligation to defend and indemnify Client for infringement Claims arising from Client's use after the accomplishment of (b) of the infringing Licensed Materials for which Tech 42 provided modified or replacement Licensed Materials and a reasonable time to implement the modified or replacement Licensed Materials.

9.5 Security Breach Remedy. In the case of a SaaS Service Subscription, in addition to Tech 42's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Tech 42's obligations under any Privacy and Security Terms or any violation by Tech 42 of Data Protection Laws, Tech 42 will pay the government fines and penalties and other out-of-pocket costs incurred by Client, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Client in response to such Security Incident.

9.6 Limitations.

9.6.1 Tech 42 will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Tech 42 or its Personnel; (b) use of the Product in combination with third-party equipment or software not provided or made accessible by Tech 42 or not specifically referenced for use with the Licensed Materials by the Product Listing or Documentation; or (c) use of the Licensed Materials by Client in breach of this Agreement. Tech 42's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Product in combination with third-party equipment or software provided or made accessible by Tech 42 or specifically referenced by the Product Listing or Documentation is limited to Tech 42's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Tech 42 would be responsible for a 25%

share of the defense and indemnity obligations).

9.6.2 Client will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Client Materials or Client Data not provided by Client or its Personnel; or (b) use of the Client Materials or Client Data by Tech 42 in breach of this Agreement.

9.6.3 This Section 9 states the entire liability of Tech 42 with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Client, and this Section 9 states the entire liability of Client with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Client Materials, Client Data or any part thereof or by any Processing thereof by Tech 42.

9.7 **Not Limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10. Term and Termination.

10.1 **Term.** This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

10.2 **Termination.** Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Service Subscription, termination by Tech 42 pursuant to this Section does not prejudice Client's right, and Tech 42's obligation, to extract or assist with the retrieval or deletion of Client Data as set forth in Section 10.3.2 following such termination.

10.3 Effect of Termination.

10.3.1 Upon termination or expiration of the Subscription or this Agreement, Client's right to use the Product licensed under such Subscription will terminate, and Client's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Client from Tech 42 will not terminate or modify any other Subscription purchased by Client from Tech 42.

10.3.2 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on Client's written request at any time before termination or expiration, Tech 42 will extract from the Product and/or Tech 42's Computing Environment (as applicable) and return to Client all Client Data, or if Client is able directly to retrieve or delete Client Data using the SaaS Service, then for a period of 45 days (or such other period as may be mutually agreed upon by the Parties in writing) following termination or expiration of this Agreement for any reason, Client may retrieve or delete Client Data itself with support from Tech 42 as reasonably requested by Client. If Client retrieves or deletes Client Data itself, Tech 42 will assist Client, as reasonably requested by Client, in validating whether the retrieval or deletion was successful. Client Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Tech 42's duty to return or enable Client's

retrieval or deletion of the Client Data pursuant to this Section 10.3.2 may be delayed but will not be discharged due to the occurrence of any Force Majeure Event (defined below). Following delivery to Client of the Client Data and Client's confirmation thereof, or Client's retrieval or deletion of Client Data and Tech 42's validation thereof or expiration of the applicable period, whichever is soonest, Tech 42 may, and within a reasonable time thereafter will, permanently delete and remove Client Data (if any) from its electronic and hard copy records and will, upon Client's request, certify to such deletion and removal to Client in writing. If Tech 42 is not able to delete any portion of the Client Data or Client Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Client Data and Client Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Fees), 13 (General), and 14 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. Fees.

11.1 **Payment.** Client shall pay Tech 42 the fees specified in the AWS Marketplace for the applicable Subscription, Services, and/or Products. Fees and expenses due from Client under this Agreement may not be withheld or offset by Client against other amounts for any reason. If any invoiced amount is not received by Tech 42 by the due date, then, without limiting Tech 42's rights or remedies, those amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Tech 42, at its option, may suspend the Services, in whole or in part, if Tech 42 does not receive all amounts due and owing in accordance with this Agreement. Tech 42 shall be entitled to an award of its reasonable attorney's fees and collection costs in connection with Client's breach of its payment obligations. Tech 42's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its purchases hereunder.

11.2 **Expenses.** Client will reimburse Tech 42, at cost, for reasonable expenses incurred by Tech 42 in performing the Services, subject to Client's pre-approval.

11.3 **Invoices.** Tech 42 shall invoice Client monthly in advance for the duration of the Subscription; provided, however, Tech 42 shall waive the fees the initial month of the initial Subscription. Client shall pay all invoices in U.S. Dollars within thirty (30) days of the date of the invoice.

11.4 **Cloud Computing Costs.** Client acknowledges and agrees that in providing the Services herein, Tech 42 will take certain actions that may result in fees and/or expenses owed by Client to certain third party cloud or hosting providers ("**Cloud Computing Costs**"). Client is solely responsible for the payment of all Cloud Computing Costs, and Tech 42 hereby disclaims all liability and responsibility arising from or related to the Cloud Computing Costs.

12. Insurance.

12.1 **Coverages.** Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law.

13. General.

13.1 **Applicable Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in Atlanta, Georgia. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

13.2 **Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Tech 42 may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Client may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Client's account or the Client's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

13.3 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Neither Party will be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by the other Party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each Party mutually and expressly agrees to such provision in writing.

13.4 **Export Laws.** Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Client, where Client or its Users use the Product or Services, and in the case of Tech 42, where Tech 42 provides the Product or Services. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, re-export, ship, or otherwise transfer

the Licensed Materials, Services or Client Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

13.5 **Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part (other than payment obligations of the Client), on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a “**Force Majeure Event**”). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Client may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Client to Tech 42 for such unperformed portion.

13.6 **Government Rights.** As defined in FARS §2.101, the Product and Documentation are “commercial items” and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation”. Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13.7 **Non-exclusive Engagement.** Client acknowledges that Tech 42 may be engaged on behalf of other Clients in the development, licensing, sale, or use of computer software or works and services functionally similar to the Product or Services. Client further acknowledges that Tech 42 will be entitled to engage in transactions and implement projects for any third party. Tech 42 retains all rights and license to its knowledge and experience (including processes, ideas, concepts and techniques) acquired or developed by Tech 42 prior to, or in the course of performing the Services.

13.8 **Headings.** The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

13.9 **No Third-Party Beneficiaries.** Except as specified in Section 9 with respect to Client Indemnified Parties and Tech 42 Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13.10 **Notices.** To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

13.11 **Nonwaiver.** Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

13.12 **Publicity.** Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

13.13 **Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Client and Tech 42, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Client and Tech 42. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

13.14 **Severability.** If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

13.15 **Subcontracting.** Tech 42 may use Subcontractors in its performance under this Agreement, provided that: (a) Tech 42 remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Tech 42 or cause any loss of warranty under this Agreement; and (b) Tech 42 agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Tech 42 such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Tech 42. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Tech 42 will be deemed the act or omission of Tech 42. Upon request, Tech 42 will identify to Client any Subcontractors performing under this Agreement, including any that have access to Client Data, and such other information reasonably requested by Client about such subcontracting.

13.16 **Modifications.** Tech 42 reserves the right, at its discretion, to change the terms of this Agreement on a going-forward basis at any time. If a change materially modifies Client's rights or obligations, Client will be required to accept the modified Agreement in order to continue to receive the Services and Products. Material modifications are effective upon Client's acceptance of the modified Agreement. Immaterial modifications are effective upon publication. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

14. Definitions.

14.1 "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under

common control with such Party.

14.2 “**AWS Marketplace**” means the marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time.

14.3 “**Client Data**” means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Client or its Users to or collected, received, transmitted, processed, or stored by Client or its Users using the Product or SaaS Service in connection with this Agreement, or (b) derived from (a). Client Data is Confidential Information of Client.

14.4 “**Client Materials**” means any property, items or materials, including Client Data, furnished by Client to Tech 42 for Tech 42’s use in the performance of its obligations under this Agreement.

14.5 “**Client’s Computing Environment**” means the Client computing environment in which Tech 42 authorizes use of the Subscription.

14.6 “**Contractor**” means any third party contractor of Client or other third party performing services for Client, including outsourcing suppliers.

14.7 “**Data Protection Law(s)**” means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) (“**GDPR**”), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) (“**CCPA**”).

14.8 “**Documentation**” means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, “read-me” files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Tech 42 publishes or provides under this Agreement.

14.9 “**Entitlement Pricing**” means any Subscription pricing model where Client purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

14.10 “**Governmental Entity**” means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

14.11 “**International Data Transfer Mechanism**” means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical,

organizational, or contractual measures. “**Transfer**,” in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.

14.12 “**Licensed Materials**” means the Product, Documentation and any other items, materials or deliverables that Tech 42 provides, or is obligated to provide, as part of a Subscription, and all updates, upgrades, enhancements, .

14.13 “**Tech 42’s Computing Environment**” means the computing infrastructure and systems used by Tech 42 to provide the Product via SaaS Service.

14.14 “**Open Source Software**” means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

14.15 “**Personal Data**” means information the Client Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. “Personal Data” includes equivalent terms in other Data Protection Law, such as the CCPA-defined term “Personal Information,” as context requires, to the extent such information forms part of the Client Data.

14.16 “**Personnel**” means a Party or its Affiliate’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

14.17 “**Privacy and Security Terms**” means Section 7.5, the attached Data Protection Addendum (if applicable), and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

14.18 “**Process**” or “**Processing**” means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

14.19 “**Product Listing**” means the description of Product and other product information listed on the AWS Marketplace and offered by Tech 42 or its authorized reseller, including Support Services and Tech 42’s policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Tech 42’s security practices or disclosures concerning Open Source Software.

14.20 “**Product**” means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Tech 42 provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Tech 42 provides, or is obligated to provide, as part of the Subscription.

14.21 “**Proprietary Rights**” means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

14.22 “**SaaS Service**” means access and use of the Product, or a component of a Product, as deployed and hosted by Tech 42 in the Tech 42’s Computing Environment, and any software and other technology provided or made accessible by Tech 42 in connection therewith (and not as a separate product or service) that Client is required or has the option to use in order to access and use the Product.

14.23 “**Services**” means all services and tasks that Tech 42 provides or is obligated to provide under this Agreement, including without limitation Support Services.

14.24 “**Subcontractor**” means any third party subcontractor or other third party to whom Tech 42 delegates any of its duties and obligations under this Agreement.

14.25 “**Subscription**” means a Product subscription for a specific use capacity purchased by Client and fulfilled by Tech 42 for the licensing and provision of Product, whether deployed in Client’s Computing Environment and/or provided as a SaaS Service through Tech 42’s Computing Environment.

14.26 “**Support Services**” means the support and maintenance services for the Product that Tech 42 provides, or is obligated to provide, as described in the Product Listing.

14.27 “**System Data**” means data and data elements (other than Client Data) collected by the Product, SaaS Service or Tech 42’s Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

14.28 “**User**” means Client, its Affiliates and any person or software program or computer systems authorized by Client or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Client or its Affiliates.

