This "**Agreement**" consists of all of (1) the Master Terms and Conditions (the "**Master Terms**"); (2) the Subscription Terms and Conditions agreement attached as **Exhibit A** (the "**Subscription Terms and Conditions**" Exhibit) and (3) the Silk Software Support Terms and Conditions agreement attached as **Exhibit B** (the "**Silk Software Support Terms and Conditions**" Exhibit) and (4) the Professional Services Terms and Conditions Agreement attached as **Exhibit C** (the **Professional Services Terms and Conditions**" Exhibit) and (5) the Silk as A Service Terms and Conditions agreement attached as **Exhibit D** (the "**Silk as A Service Terms and Conditions**" Exhibit).

BY CLICKING "ACCEPT" OR BY EXECUTING OR CONFIRMING AN ORDER FORM TO WHICH THIS AGREEMENT HAS BEEN INCORPORATED, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE AGREEMENT AND AGREE TO BE BOUND BY IT. IF YOU ARE AN INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU HEREBY REPRESENT AND WARRANT TO SILK THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE, THE TERMS "YOU" AND "YOUR" AND "CUSTOMER" WILL REFER TO SUCH ENTITY.

1. <u>**Definitions.**</u> As used in this Agreement, the following terms shall be defined as follows:

1.1 "**Affiliate**" means any natural person or entity that directly or indirectly, controls or is controlled by or is under common control with a party. For the purposes of this definition, "control" means with regard to any entity, the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest) of such entity ordinarily having voting rights.

1.2 "**Authorized Users**" means Customer's employees or authorized contractors who are (i) acting on Customer's behalf in the internal operation of Customer's business, and (ii) subject to a confidentiality agreement with Customer no less restrictive than the terms hereof, that are granted access and the right to use the Silk Software in accordance with the terms hereof.

1.3 "**Clients**" means any customers and clients of the Customer's services.

1.4 "**Customer Data**" means the information added by Customer and/or its Authorized Users in its use of the Silk Software.

1.5 "**Cloud Provider**" means any public cloud service provider, including Microsoft Azure, Amazon Web Services and/or Google Cloud Platform.

1.6 "**Cloud Provider Terms**" mean any terms and conditions of a Cloud Provider applicable to any Virtual Machines.

1.7 "**Professional Services**" means the provision of training, consulting, implementation, deployment and other professional services related to Customer's use of the Silk Software, as may be set forth in a Quote.

1.8 "**Provisioned Capacity**" means the sum of the total capacity measured in TiB (tebibytes) of all volumes and full clones created on a given Silk DataPod running the Silk Software. Data protected in "Snapshots", "Views" and thin clones are not included in the "Provisioned Capacity".

1.9 **"Provisioned Throughput (GB/s)"** means the total throughput provisioned for use by the Customer's volumes on a given Silk DataPod running the Silk Software, measured in gigabytes per second (GB/s).

1.10 "**Quote**" means the signed quote issued by Silk, order form or other document entered into between Silk and Customer to which the terms and conditions of this Agreement are incorporated.

1.11 **"Silk As A Service"** means the delivery of both the Silk Software and the management of that Software and or other third party software running within a customer's Virtual Machines as defined within a Quote. For the avoidance of doubt, the Silk As A Service does not include the costs of any third party software, services or products, including, the costs of any cloud resources.

1.12 "**Silk Software**" means the Silk services using software for data virtualization on public cloud systems.

1.13 "**Subscription**" means a subscription to access and use the Silk Software and/or the Silk As A Service that Customer purchases pursuant to a Quote.

1.14 "**Subscription Period**" means the period for which Customer has purchased a Subscription for the applicable instance of the Silk Software, any Professional Services and/or the Silk As A Service, as set forth on the applicable Quote. All Subscription Periods commence on the Subscription Start Date.

1.15 "**Subscription Start Date**" means the earlier of either (a) seven (7) days from the receipt by Silk or its authorized reseller of a signed Quote from Customer, or (b) the start date set forth in the applicable Quote.

1.16 "**Virtual Machine**" means any cloud virtual server machines, configurations, instances or containers within Customer's or its Clients' cloud service account with a Cloud Provider, which are defined in the documentation of the Silk Software or which are otherwise authorized in advance and in writing by Silk.

1.17 **"Silk DataPod"** means a specific instance of the Silk Software running on Customer' Tenant within a particular Cloud Provider Region and Availability Zone. Provisioned Capacity and Provisioned Throughput of the Software is dependent on the Customer's cloud environment configuration and the availability of the needed cloud resources.

2. **Scope of Agreement.**

2.1. Subject to the terms hereof, during the Term (as defined below), the parties may from time to time enter into a Quote for the subscription by Customer to the Silk Software, Professional Services and/or the Silk As A Service. In the event of any inconsistency between the terms of a Quote and this Agreement, the terms of this Agreement will control, unless the Quote explicitly states that its terms are meant to supersede specific terms of this Agreement. No terms and conditions contained in any order acknowledgement form, invoices or other documents issued by Customer that are different from or additional to the terms and conditions set forth in this Agreement and/or any Quote shall supersede, contradict, vary or modify the terms and conditions of this Agreement and/or Quote. Any such documents issued by Customer in connection with this Agreement will be for administrative purposes only and have no legal effect.

2.2. To the extent that Customer subscribes to the Silk As A Service pursuant to a Quote, in addition to the terms and conditions set forth herein, the terms and conditions set forth in **Exhibit D** hereto shall also apply.

2.3.   To the extent that Customer subscribes to any Professional Services pursuant to a Quote, in addition to the terms and conditions set forth herein, the terms and conditions set forth in **Exhibit C** hereto shall also apply.

2.4.   For the avoidance of doubt, the terms and conditions set forth in **Exhibit C** and/or **Exhibit D** hereto shall only apply to the extent the Customer has purchased in accordance with the terms hereof a Subscription to any Professional Services and/or the Silk As A Service (as applicable).

3.   **Use of Silk Software.**

3.1.   **Silk Software**. Subject to the terms and conditions of this Agreement, including payment of all amounts due hereunder, during the Subscription Period, Silk hereby grants Customer and its Authorized Users a limited, non-transferable, non-exclusive, non-sublicensable, non-assignable (except as otherwise provided in Section 11.6) and revocable right to use the Silk Software on the Virtual Machines solely in connection with the management and operation of Customer's and its Client's Virtual Machines in accordance with the terms of the applicable Subscription set forth in the Quote. Customer's use of the Silk Software shall be subject to any other usage and consumption restrictions and conditions agreed between the parties, including, as set forth in the applicable Quote and **Exhibit A** hereto. Silk shall provide only executable code and Customer has no right to obtain any source code.

3.2.   **Restrictions**. The Customer acknowledges and agrees that the Customer may not, and shall not allow any third party to: (a) deploy the Silk Software on any device, servers or environment except the Virtual Machines; (b) disassemble, reverse engineer, attempt to find the underlying code of, or decompile any part of the Silk Software; (c) modify or make derivative works of Silk Software; (d) copy, duplicate or reproduce the Silk Software; (e) remove or obscure any logos, proprietary markings or notices on the Silk Software; (f) resell, distribute, sublicense or transfer the Silk Software to any third party; (g) use the Silk Software to provide data virtualization services to third parties, such as on a service bureau or timeshare basis; (h) interfere with, burden or disrupt any functionality of the Silk Software; (i) bypass or breach any security device or protection used for or contained in the Silk Software; (j) use the Silk Software in any manner or for any purpose that infringes, misappropriates or otherwise violates the intellectual property rights of Silk or any other person or entity; or (k) use the Silk Software for purposes of: (i) benchmarking or competitive analysis of the Silk Software; or (ii) developing, using or providing a competing product or service. CUSTOMER MAY NOT USE THE SILK SOFTWARE FOR, OR IN CONJUNCTION WITH, ANY ACTIVITY THAT CONSTITUTES, OR ENCOURAGES CONDUCT THAT WOULD CONSTITUTE, A CRIMINAL OFFENSE, GIVE RISE TO CIVIL LIABILITY OR OTHERWISE VIOLATE ANY LAW APPLICABLE IN THE JURISDICTIONS WHERE CUSTOMER ENGAGES IN ACTIVITY OR BUSINESS. SILK MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SILK SOFTWARE. SILK MAY TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE AND AT ITS SOLE DISCRETION, IF SILK DEEMS CUSTOMER'S USE OF THE SILK SOFTWARE TO BE ILLEGAL, FRAUDULENT, OR ABUSIVE.

3.3.   **Open Source**. The Silk Software includes certain software licensed under an open source license. For purposes of this Agreement, an open source license is a license that has been certified as such by the Open Source Initiative (see https://opensource.org/licenses). To the extent required by such license, the terms and conditions of such license shall apply in lieu of the terms and conditions of the Agreement. Notwithstanding anything to the contrary in the Agreement, Silk makes no warranties in respect of any open source software in excess of the warranties set forth in the applicable open source license itself, and accepts no liability in respect of any open source software in excess of the limitation of liability set forth in the applicable open source license. If any license requires Silk to provide source code, Silk shall make such source code available to Customer upon Customer's written request according to the terms of the applicable open source license.

3.4.   **Authorized Users**. Customer shall be liable for any breach of this Agreement by its Authorized Users. Customer shall advise Silk immediately in the event Customer learns, or has reason to believe, that any Authorized User to whom Customer has given access to the Silk Software has violated, or intends to violate, the terms of this Agreement, and Customer will, at Customer's expense, reasonably

cooperate with Silk in seeking injunctive or other equitable relief in the name of Customer or Silk against any such person.

3.5. **Unauthorized Use**. Customer acknowledges and agrees that (i) compliance with the terms and conditions set forth in this Section 3 is a material basis of this Agreement; and (ii) any unauthorized copying, distribution, reproduction, disclosure, or use of any aspect of the Silk Software will immediately give rise to continuing irreparable injury to Silk, inadequately compensable in damages at law and, without prejudice to any other remedy available to Silk, shall entitle Silk to obtain injunctive relief. Customer agrees to reimburse Silk for attorneys' fees and court costs incurred in connection with any lawsuit brought by Silk in which a court or arbitrator finds that Customer or its Authorized Users have breached any provisions of this Section 3. Silk shall have the authority and unrestricted access to monitor and audit the access to the Silk Software to the extent necessary to verify Customer's compliance with the terms of this Agreement.

4. **Invoicing and Payment**.

4.1. **Payment Terms.** Customer shall make payment as set forth in each applicable Quote. For clarity, except to the extent expressly set forth otherwise in a Quote, all payments hereunder do not include any amounts payable in respect of the Virtual Machines or otherwise in respect of any hardware or cloud infrastructure provided by a Cloud Provider, all of which shall be paid directly by Customer to the applicable Cloud Provider. Except to the extent set forth otherwise in a Quote, all invoices issued to the Customer pursuant to this Agreement are due and payable within thirty (30) days of the date of the applicable invoice. All payments of amounts due shall be made in U.S. Dollars by wire transfer of immediately available funds to a bank account designated by Silk. Any amounts due contained in an invoice not paid when due and payable shall bear interest at a rate of one and one half percent (1.5%) per month, or the maximum legal rate if less. Failure to make timely payments is a material breach of the Agreement and Silk will be entitled to suspend any or all of its performance obligations hereunder and to modify the payment terms, including requiring full payment before Silk performs any obligations in this Agreement. Customer acknowledges and agrees that it will reimburse Silk for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Silk hereunder that are not under good faith dispute by the Customer.

4.2. **Taxes and Charges**. All amounts due are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges. Should the Customer be required under any law or regulation to withhold or deduct any amounts in respect of government charges, then Customer shall provide Silk an official invoice in respect of such deducted or withheld amounts, and the sum payable to Silk shall be increased by the amount necessary to yield to Silk an amount equal to the sum it would have received had no withholdings or deductions been made.

5. **Silk Software Virtual Machines**.

5.1. **Deployment of the Silk Software**. Deployment of the Silk Software on the Virtual Machines will be performed by the Customer. Customer shall be solely responsible for all consequences resulting from all acts or omissions associated with its performance of the deployment of the Silk Software. The Silk Software shall only be deployed on the Virtual Machines. To the extent mutually agreed upon in a Quote hereunder, Silk shall provide the Customer with certain Professional Services in connection with the deployment of the Silk Software on the Virtual Machines.

5.2. **Cloud Infrastructure**. Customer is solely and exclusively responsible for (i) procuring and maintaining its subscription to the Virtual Machines and associated account with the Cloud Provider, and (ii) all costs and expenses associated therewith. Customer shall obtain, at its sole cost and expense, all services provided by the Cloud Provider required for the deployment of the Silk Software on the Virtual Machines, including but not limited to, set up, maintenance and monitoring of an account with the Cloud Provider, backup services, a valid support agreement with the Cloud Provider, security or system monitoring, and setting up required network access. Silk shall not be responsible for any unauthorized access to the Customer's Virtual Machines. To the extent mutually agreed upon in a Quote hereunder, Silk

shall provide the Customer with certain Professional Services in connection with Customer's migration of the Silk Software to another Cloud Provider.

5.3. **Cloud Provider Terms.** Customer acknowledges and agrees that any use of any Virtual Machines is governed by and subject to the applicable Cloud Provider Terms. Silk shall not be liable for the acts or omissions of any Cloud Providers of any Virtual Machines and/or for any remedies set forth in any Cloud Provider Terms. Customer is solely and exclusively responsible for ensuring its use and deployment of the Silk Software complies with any applicable Cloud Provider Terms.

6. Representations and Warranties; Support.

6.1. **Mutual Representations and Warranties**. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under the applicable laws of the state of its incorporation or formation; (ii) it has the right and full power and authority to enter into this Agreement; and (iii) it will comply, at all times, with all applicable laws and regulations in connection with its performance hereunder.

6.2. **Customer Warranties**. Customer represents and warrants that (i) it has the legal right and ability to deploy the Silk Software on the Virtual Machines and has obtained all licenses, consents or other permissions from appropriate third parties (including, without limitation, any Cloud Provider) as may be necessary in connection therewith; (ii) no Virtual Machines or Customer Data (a) infringes any intellectual property or other rights of any third party, (b) contains any defamatory, libelous, pornographic or otherwise offensive material, or (c) contains any viruses, worms or other harmful or disruptive component; (iii) Customer's deployment of the Silk Software on the Virtual Machines complies with any applicable Cloud Provider Terms; (iv) its (and its Authorized Users') access to and collection, use, relocation, storage, disclosure, transfer, and disposition of Customer Data shall comply with all applicable laws and regulations; and (v) it shall not provide Silk with any personal data or personal information (as defined under applicable data protection laws and regulations), unless it has provided such notice and/or or obtained all authorizations, permissions and informed consents as may be required under applicable data protection laws and regulations for the collection, handling, retention and processing of such data for the purposes set forth herein.

6.3. **Limited Warranty**. Silk warrants to the Customer that, during each applicable Subscription Period, the Silk Software shall operate in all material respects in accordance with the applicable documentation for the Silk Software provided by Silk ("**Limited Warranty**"). Silk's sole obligation and the Customer's exclusive remedy for any breach of the foregoing Limited Warranty shall be that Silk shall use commercially reasonable efforts to correct or provide a reasonable workaround for such instance of the Silk Software as part of the Support Services in accordance with the terms hereof. To claim the benefit of this warranty, Customer must give Silk written notice of any breach of the warranty (as aforesaid) within thirty (30) days of the occurrence of the alleged breach. The foregoing limited warranty does not apply to any defects, damages, failures or malfunctions to all or any part of the Silk Software resulting from: (i) use of the Silk Software other than as specified herein or in the applicable documentation for the Silk Software provided by Silk; (ii) any alterations, modifications or adaptations of the Silk Software performed by anyone other than Silk or upon Silk's written authorization; or (iii) any unauthorized combination or interfacing of the Silk Software with other hardware or software.

6.4. **Disclaimer of Warranties**. Silk does not make any warranties in respect of the Cloud Provider environment or infrastructure, including, but not limited to, the Virtual Machines or in respect of the current or continued operation or availability of the Virtual Machines and/or any Cloud Provider platform. Except as expressly set forth herein, the Silk Software, the Silk Software's documentation, Support Services (as defined below), Professional Services, Silk As A Service and all other services provided by Silk hereunder are provided "as is," and Silk disclaims all representations and warranties, whether express or implied, including, but not limited to, any implied or statutory warranties in respect thereof, including any implied or statutory warranties of fitness for a particular purpose, quality, title, merchantability, data accuracy or non-infringement.

6.5. **Silk Support**. Silk shall provide support for the Silk Software as set forth in the Support Terms and Conditions, attached hereto as **Exhibit B** ("**Support Services**"). Notwithstanding the foregoing, with respect to any instance of the Silk Software for which the Customer has subscribed to the Silk As A Service, Silk shall provide the Support Services solely as set forth in **Exhibit D** hereto as part of the Silk As A Service. For the avoidance of doubt, the Support Terms and Conditions set forth in **Exhibit D** hereto shall not apply to any instance of the Silk Software for which the Customer has not subscribed to the Silk As A Service.

7. **Indemnification; Limitation of Liability.**

7.1. **Indemnification by Silk**. Silk shall defend (or at its option settle), at its expense, any suit, claim or proceeding brought against Customer by a third party to the extent based upon a claim that Silk Software (but not including any Virtual Machines) infringes or misappropriates any currently existing United States (i) issued patent, (ii) registered trademark, (iii) registered copyright, and/or (iv) trade secret held by a third party ("**Infringement Claim**") and Silk will indemnify Customer against, and hold it harmless from, any cost, loss, damage or liability (including reasonable attorney's fees) attributable to such suit, claim or proceeding that is finally awarded against Customer (or agreed to in settlement by Silk). If the use of the Silk Software is subject to an Infringement Claim or Silk reasonably believes it will be subject to such an Infringement Claim, Silk may, at its sole expense and option: (a) procure for the Customer the right to continue using the Silk Software as set forth in the Agreement; (b) replace the Silk Software with a non-infringing product of equivalent function and performance; or (c) modify the Silk Software to be non-infringing. If Silk elects not to employ any of the options contained in the previous sentence during the Term, Silk may terminate this Agreement and refund to Customer all pre-paid amounts in respect of unused periods. Silk has no liability or obligations under this Section 7.1 in respect of any claim arising from (i) any Virtual Machines or other hardware or cloud infrastructure, (ii) the use of the Silk Software not in compliance with this Agreement or the applicable documentation for the Silk Software provided by Silk, (iii) Customer's negligence or misapplication of the Silk Software, (iv) any unauthorized combination or interfacing of the Silk Software with other hardware or software, (v) any modification to the Silk Software performed by anyone other than Silk, or (vi) any other causes beyond the reasonable control of Silk. THIS SECTION 7.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

7.2. **Indemnification by Customer**. Customer agrees to indemnify, defend and hold harmless Silk and its directors, officers, employees, independent contractors, and/or affiliates (collectively, the "**Silk Indemnified Parties**") from and against any cost, loss, damage or liability (including reasonable attorney's fees) resulting from or arising out of any claim, suit, claim or proceeding brought by a third party against a Silk Indemnified Party relating to: (a) a breach or alleged breach by Customer of any of its representations, warranties, covenants or obligations hereunder; (b) Customer's breach of applicable laws and regulations; (c) Customer's infringement or misappropriation of any intellectual property rights or other rights of a third party; or (d) any gross negligence or willful misconduct of Customer or its Authorized Users or other representatives, including, without limitation any injuries or death to persons or damage to tangible property resulting therefrom.

7.3. **Indemnification Procedure**. The indemnified party shall give the indemnifying party prompt written notice of any claim for indemnification hereunder; provided however, that indemnified party's failure to do so shall not reduce or diminish the indemnifying party's obligations hereunder except to the extent the indemnifying party has been adversely affected or prejudiced by such failure. The indemnified party shall have sole control of its defense or settlement of any indemnifiable claim hereunder, provided however, that the indemnified party shall not, without indemnified party's prior written consent (which shall not be unreasonably withheld or delayed), settle any claim in a manner that admits liability on the part of the indemnified party. The indemnified party shall reasonably cooperate with the indemnifying party (at the indemnifying party's expense) in the defense as the indemnifying party may reasonably request (it being understood that nothing herein shall preclude the indemnified party from consulting with its own counsel at its own expense).

7.4. **Limitation of Liability**.

7.4.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL SILK, ITS PRESENT AND FORMER PARENTS, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, INSURERS, SUPPLIERS, DISTRIBUTORS OR LICENSORS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA, BUSINESS INTERRUPTION, DAMAGE TO BUSINESS REPUTATION, OR LOSS OF USE). THE MAXIMUM LIABILITY OF SILK AND ITS PRESENT AND FORMER PARENTS, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, INSURERS, SUPPLIERS, DISTRIBUTORS AND LICENSORS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AVERAGE ANNUAL FEES PAYABLE BY CUSTOMER OVER THE COURSE OF THE APPLICABLE SUBSCRIPTION PERIOD UNDER THE QUOTE TO WHICH SUCH LIABILITY RELATES.

7.4.2. SILK DOES NOT PROVIDE ANY VIRTUAL MACHINES, AND SILK SHALL NOT HAVE ANY LIABILITY IN RESPECT OF THE VIRTUAL MACHINES, THEIR OPERATION AND AVAILABILITY OR, ANY SERVICES PROVIDED BY THE CLOUD PROVIDER PROVIDING THE VIRTUAL MACHINE. SILK SHALL NOT BE RESPONSIBLE FOR (I) ANY ERROR, FAILURE OR DEFECT OF THE SILK SOFTWARE, AND/OR (II) FAILURE OR DELAY IN PERFORMING ITS OBLIGATONS HEREUNDER, TO THE EXTENT RESULTING FROM ANY UNAVAILABILITY, ERROR, DEFECT OR FAILURE OF THE VIRTUAL MACHINES AND/OR ANY FAILURE BY CUSTOMER TO MAINTAIN THE VIRTUAL MACHINES IN ACCORDANCE WITH THE TERMS HEREOF. CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR AND ALL RISK ARISING FROM THE CONTENT, FUNCTIONALITY, OR AVAILABILITY OF ANY VIRTUAL MACHINES AND HEREBY WAIVES AND RELEASES SILK FROM ANY CLAIMS DIRECTLY OR INDIRECTLY RELATED THERETO.

8. **Data Protection and Privacy.**

8.1. The Customer acknowledges and agrees that the Silk Software reports and communicates to Silk's Clarity™ software tool ("**Clarity**") certain information relating to Customer's usage of and access to the Silk Software, including, telemetry and information relating to Customer's Provisioned Capacity (TiB), Provisioned Throughput (GB/s), (collectively, "**Usage Data**"), but not any underlying data stored by Customer using the Solution. Customer shall not, and shall not permit any third party to, block or otherwise interfere with the communication of the Silk Software with Clarity.

8.2. Except as necessary for Silk's provision of the Silk As A Service, Silk and its authorized third party subcontractors shall not have access to any data stored by Customer using the Silk Software.

8.3. Silk may aggregate and de-identify Usage Data **("Statistical Information**"). Statistical Information shall not identify Customer or otherwise contain any individually identifiable information of Customer. Silk may use such Statistical Information for its internal business purposes, including, without limitation, to analyze and improve the Silk Software and other services and technology, and to understand trends and customer needs. Silk may share such Statistical Information with its commercial partners.

9. **Intellectual Property and Confidentiality.**

9.1. **Silk Software and Derivative Works**. Silk retains sole and exclusive ownership of the Silk Software and any documentation in respect thereof, including, without limitation, all intellectual property rights associated therewith and all related concepts, technical know-how, and all modifications, customizations, revisions, bug fixes, enhancements, improvements and derivative works thereof (collectively, the "**Derivative Works**"). All rights not expressly granted to Customer are reserved solely to Silk and/or its licensors. Nothing herein should be construed as granting Customer, by implication, estoppel or otherwise, a license relating to the Silk Software and its documentation other than as expressly stated in this Agreement. To the extent it shall be determined that Customer has any right in connection with the Silk Software and/or Derivative Works other than the limited specific license hereunder (collectively, "**Silk IP**"),

Customer hereby irrevocably: (i) assigns to Silk any right, title and interest, whether now existing or later arising, and all intellectual property rights that Customer may have in or to the Silk IP and/or any related intellectual property rights; and (ii) agrees to take any lawful action that Silk reasonably requests to vest or protect Silk's right, title and interest therein.

9.2. Customer Data. Customer shall have all right, title and interest in its Customer Data. Customer hereby grants Silk a non-exclusive license to use, store, process, analyze, and display in connection with the Silk Software all Customer Data during the Term for the limited purposes of performing Silk's obligations under this Agreement.

9.3. Feedback. If Customer or any of its Authorized Users provides Silk with comments or suggestions concerning the modification, correction, improvement or enhancement of the Silk Software ("**Feedback**"), then Customer hereby grants to Silk an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense, to use and incorporate into its products and services any Feedback and to disclose, reproduce, distribute, and otherwise exploit the Feedback without attribution to Customer. Feedback, even if designated as confidential, shall not be subject to any non-disclosure or non-use obligations.

9.4. **Protection of Confidential Information**. During the Term and for a period of five (5) years thereafter, each party who receives (the "**Receiving Party**") Confidential Information of the other party (a "**Disclosing Party**") agrees: (a) to hold the Disclosing Party's Confidential Information in strict confidence, using the same degree of care and protection (but no less than a reasonable degree of care and protection) that it exercises with its own Confidential Information of a similar nature; (b) not to directly or indirectly disclose or otherwise make available any Confidential Information of the Disclosing Party to any third party (except as explicitly set forth in this Section 9.4); and (c) not to copy or use the Disclosing Party's Confidential Information for any purpose other than as necessary to fulfill Receiving Party's obligations or exercise its rights under the Agreement. "**Confidential Information**" means all information and documentation relating to the Disclosing Party's business of a proprietary and confidential nature, including, but not limited to, information and documentation relating to a Disclosing Party's products, services, deliverables, intellectual property rights, customers, marketing and strategies. The terms and conditions of this Agreement are the Confidential Information of Silk. The Receiving Party will disclose the Disclosing Party's Confidential Information only to its employees and independent contractors who have a need to know such information in order to fulfill the Receiving Party's obligations under the Agreement and who are bound by use and disclosure restrictions in respect of any Confidential Information that are no less stringent than the terms hereof. Notwithstanding the foregoing, the Receiving Party will be allowed to disclose the Confidential Information of the Disclosing Party to the extent that such disclosure is required by law, regulation or court order; provided that, to the extent legally permitted, the Receiving Party notifies the Disclosing Party in writing of such intended disclosure at least fourteen (14) calendar days prior to such intended disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

9.5. **Exclusions to Confidentiality Obligations**. Information of a Disclosing Party shall not be Confidential Information if such information: (a) is publicly available prior to the time of disclosure or later becomes publicly available, in each case through no fault of the Receiving Party; (b) was, prior to disclosure pursuant to the Agreement, rightfully known to the Receiving Party without confidentiality restriction as evidenced by contemporaneous written documentary evidence; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) was independently developed by Representatives of the Receiving Party who had no access to the Disclosing Party's Confidential Information as evidenced by contemporaneous written documentary evidence

9.6. **Return of Confidential Information**. The Receiving Party agrees, upon demand by the Disclosing Party and/or upon termination or expiration of the Agreement, to destroy or return promptly to the Disclosing Party all originals and all copies of any documents, reports, notes or other materials (whether maintained in tangible, documentary form or in computer memory or other electronic format), in the possession or under the control of Receiving Party, containing, incorporating or reflecting, in any way, any Confidential Information of the Disclosing Party.

10. **Term and Termination.**

10.1.   **Term**. This Agreement shall be in effect until terminated pursuant to the terms hereof (the "**Term**"). Each Subscription shall be in effect for the applicable Subscription Period. Subscription Periods shall renew according to the applicable Quote or according to the terms set forth in **Exhibit A**.

10.2.   **Termination**. Either party may terminate this Agreement upon written notice if the other party shall materially breach any provision of this Agreement and not cure such breach within 30 days of receipt of written notice thereof. Failure to make timely payment of amounts due, whether to Silk or its authorized reseller, shall be deemed a material breach of this Agreement. Each Subscription may be terminated as set forth in **Exhibit A** or in the applicable Quote.

10.3.   **Effect of Termination**. Upon the termination of any Subscription, Customer shall cease all use of the applicable instance of the Silk Software for which the Subscription was purchased and Silk will cease all Support Services in respect thereof and may disconnect Customer from the Silk Software. If Customer continues use of the applicable instance of the Silk Software following termination, Customer shall make payment pursuant to a Pay-As-You-Go Subscription (as defined in **Exhibit A**). Upon termination or expiration of the Agreement: (a) except as otherwise set forth herein all rights and obligations of both parties shall immediately terminate, and the Customer shall cease all use of the Silk Software; and (b) the Customer shall pay to Silk or its authorized reseller all amounts due and payable pursuant to this Agreement within thirty (30) calendar days of receipt of an invoice therefore. If a Subscription is still in effect at the time of expiration of this Agreement, then the terms and conditions contained in this Agreement and the relevant Quote shall continue to govern the outstanding Subscription until the end of the applicable Subscription Period. If the Agreement is terminated prior to its natural expiration, then all outstanding Subscriptions shall immediately terminate as of the Agreement termination date, unless otherwise agreed by the parties in writing. Except as expressly set forth herein, Customer shall not be entitled to a refund of any prepaid fees upon termination or expiration of the Agreement and/or any Subscription hereunder. Notwithstanding the foregoing, Sections 3.2, 3.3, 3.4, 3.5, 4, 5.3, 6.4, 7, 8.3, 9, 10.3 and 11 of this Agreement and any accrued and unpaid payment obligations hereunder shall survive any termination or expiration hereof or of any Subscription for any reason.

11. **Miscellaneous.**

11.1.   **Entire Agreement; Amendment; Waiver.** The Agreement, the exhibits hereto and the Quote constitute the entire agreement between the Parties in respect of the subject matter hereof and supersede all other understandings or agreements relating to the subject matter hereof. The Agreement may only be amended by a writing signed by a duly authorized representative of each party. All waivers must be in writing. A waiver by either party of any of the obligations to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other obligation. If any provision of the Agreement shall be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other severable provisions of the Agreement.

11.2.   **Relationship of the Parties**. Nothing contained in the Agreement shall be construed to create a partnership, joint venture or other agency relationship between the parties. Neither party has any authority to act on behalf of the other party or to enter into any contract, incur any liability or impose any legal obligation or to make any representation on behalf of the other party.

11.3.   **Publicity**. Subject to the confidentiality obligations under Section 9 above and upon notification to Customer, Silk may, at its own cost and expense, make reference to this Agreement (including mentioning or implying the name of Customer) and display the Customer's logos and trademarks in Silk's website and promotional or advertising literature, without the consent of Customer. Except as expressly provided herein, Silk shall not obtain any rights with respect to the Customer's logos and/or trademarks.

11.4.   **Force Majeure**. Except for Customer's obligation to make payment of any fees due and owing hereunder, neither party will be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, epidemic or pandemic, quarantine, war or other violence, or any law, order or requirement of any governmental authority (**"Force Majeure"**). In the event any Force Majeure will continue or reasonably be expected to continue for more than thirty (30) calendar days, the party not claiming a Force Majeure is entitled to terminate the Agreement by written notice to the other party.

11.5.   **Governing Law; Venue**. The Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts (without reference to the conflicts of law provisions of any jurisdiction that would require the application of the law of any other jurisdiction). Any claim, dispute or controversy arising under or in connection with the Agreement shall be finally settled by binding arbitration in Boston, Massachusetts under the then current rules of Judicial Arbitration and Mediation Services, Inc. or any successor entity thereto (**"JAMS"**) by one (1) arbitrator appointed in accordance with such rules. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The costs of the arbitration, including administrative and arbitrator's fees, shall be shared equally by the parties. Each party shall bear the cost of its own attorneys' fees and expert witness fees. Nothing in this Section 11.5 shall preclude either party from seeking interim or provisional relief in the form of a temporary restraining order, preliminary injunction, or other interim relief concerning a dispute prior to or during an arbitration pursuant to this Section 11.5 necessary to protect the interests of such party.

11.6.   **Assignment; Change of Control; Subcontractors**. Neither party may assign or transfer (whether in the context of a merger, consolidation, securities sale, asset sale or otherwise) the Agreement or its rights or obligations under the Agreement to any third party without the prior written consent of the other party; provided that: (a) Silk may assign or transfer the Agreement or its rights or obligations under the Agreement to any of its Affiliates without the prior written consent of the Customer; and (b) a party may assign or transfer the Agreement or its rights or obligations under the Agreement to any third party without the prior written consent of the other party in connection with a change of control of such party, provided that the assignor shall provide the other party with written notice of such assignment. Assignments in violation of the foregoing shall be void. If Customer assigns this Agreement to a direct competitor of Silk, Silk may terminate this Agreement with written notice within 30 days of receiving notice of such assignment. Customer acknowledges and agrees that Silk may subcontract the performance of its obligations under this Agreement, provided that such subcontracting will not release Silk from its obligations under this Agreement.

11.7.   **Counterparts**. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

11.8.   **Interpretation**. The parties acknowledge and agree that: (a) each party and its counsel reviewed and negotiated the terms and provisions of the Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement; and (c) the terms and provisions of the Agreement shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party was generally responsible for the preparation of the Agreement. Any capitalized terms used in the exhibits and not defined therein shall have the meaning set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement (including all of its Exhibits) as of the Effective Date.

SILK TECHNOLOGIES INC.   [**INSERT FULL LEGAL NAME OF CUSTOMER**]

Signature: _____   **Signature: _____**
Printed Name: _____   **Printed Name: _____**
Title: _____   **Title: _____**

Exhibits:
Exhibit A - **Subscription Terms and Conditions**
Exhibit B - Silk Software Terms and Conditions
Exhibit C – Professional Services Terms and Conditions
Exhibit D - Silk as A Service Terms and Conditions

<h1 style="text-align:center">EXHIBIT A: SUBSCRIPTION TERMS AND CONDITIONS</h1>

1. Definitions

1.1 "**Actual Monthly Capacity**" means the Customer's Provisioned Capacity on a given Silk DataPod at the Capacity Highwater Mark.

1.2 "**Actual Monthly Throughput**" means the Customer's Provisioned Throughput on a given Silk DataPod at the "Throughput Highwater Mark".

1.3 "**Excess Capacity**" means, in respect of any Subscription Month, an amount equal to the difference between (i) the Actual Monthly Capacity, and (ii) the Monthly Pre-Paid Capacity.

1.4 "**Excess Throughput**" means, in respect of any Subscription Month, an amount equal to the difference between (i) the Actual Monthly Throughput, and (ii) the Monthly Pre-Paid Throughput.

1.5 "**Capacity Highwater Mark**" means the calendar day during each Subscription Month that the Customer's Provisioned Capacity is the highest for each applicable Silk DataPod.

1.6 "**Throughput Highwater Mark**" means the highest rate of aggregate data throughput for each applicable Silk DataPod. Max throughput is measured as the highest one second of use over a five minute recording window. The highest rate of aggregate data throughput is measured as max throughput use sustained for more than an hour or repeated on more than three measurement windows over the course of a month.

1.7 "**Monthly Pre-Paid Capacity**" means the amount of Provisioned Capacity purchased by Customer for each applicable Silk DataPod, as set forth in the applicable Quote.

1.8 "**Monthly Pre-Paid Throughput**" means the amount of Provisioned Throughput purchased by Customer for each applicable Silk DataPod, as set forth on the applicable Quote.

1.9 "**Pay-As-You-Go Rate**" means the fee per TiB or , per GB/s of Provisioned Throughput, as defined in the applicable Quote or if not defined in the quote, Per Silk's current pricelist that is in effect at the time of invoicing.

1.10 "**Subscription Month**" means each calendar month of the Subscription Period.

2. Pre-Paid Subscription

If pursuant to the applicable Quote, Customer has purchased a Pre-Paid Subscription to the Silk Software, the following terms and conditions shall apply:

2.1 A Pre-Paid Subscription is a pre-paid subscription for the number of full months of an instance of the Silk Software (the "**Pre-Paid Subscription Period**") as indicated on the applicable Quote. The Customer cannot terminate the Pre-Paid Subscription during the applicable Pre-Paid Subscription Period unless the Customer terminates the Agreement (and all active Subscriptions under this Agreement). No fees for a Pre-Paid Subscription are refundable by Silk to the Customer

2.2 Upon the expiration of the then effective Pre-Paid Subscription Period, the Customer shall be deemed to have elected to subscribe to a Pay-As-You-Go Subscription immediately upon the expiration of the then effective Pre-Paid Subscription Period unless Customer provides Silk with written notice of its election to either renew or terminate the then effective Pre-Paid Subscription Period at least thirty (30) days prior to the expiration of the Pre-Paid Subscription Period.

2.3 In addition, at the end of each Subscription Month, Silk will: (a) determine the Customer's Actual Monthly Capacity, and Actual Monthly Throughput for each Silk DataPod for the applicable Subscription Month; and (b) determine whether (i) the Customer's Actual Monthly Capacity exceeds the Customer's Monthly Pre-Paid Capacity. (ii) the Customer's Actual Monthly Throughput exceeds the Customer's Monthly Pre-Paid Throughput.

2.4 If the Customer's Actual Monthly Capacity exceeds the Customer's Monthly Pre-Paid Capacity, subject to the terms hereof, Customer shall make payment to Silk of a fee in the amount equal to the product of (i) the Excess Capacity and (ii) the applicable Pay-As-You-Go Rate.

2.5 If the Customer's Actual Monthly Throughput exceeds the Customer's Monthly Pre-Paid Throughput, subject to the terms hereof, Customer shall make payment to Silk of a fee in the amount equal to the product of (i) the Excess Throughput and (ii) the applicable Pay-As-You-Go Rate.

2.6 For the avoidance of doubt, any portion of the Monthly Pre-Paid Capacity and Monthly Pre-Paid Throughput which is not utilized by the Customer during each applicable Subscription Month shall expire upon the expiration of such Subscription Month and may not be used or otherwise exploited by Customer following the date thereof.

EXHIBIT B: SILK SOFTWARE SUPPORT TERMS AND CONDITIONS

Silk shall provide support in respect of the Silk Software pursuant to the terms and conditions of these Silk Software Support Terms and Conditions ("**Support Services**").

1. **Problem Correction and Response Times.**

    1.1. **Problem Correction**.

        1.1.1. During the Support Term, Silk shall use commercially reasonable efforts to diagnose and correct verifiable and reproducible Problems with the Silk Software when reported to Silk in accordance with the procedures set by Silk from time to time. The Customer shall use its best efforts in assisting Silk to reproduce the Problem. The Customer agrees to accept, deploy and use Upgrades provided by Silk and Silk shall not have responsibility for Problems caused by the Customer's failure to deploy and use Upgrades. The parties acknowledge the potentially idiosyncratic nature of any Problem in the Silk Software and Upgrades.

        1.1.2. For any Problems classified as "Severity 1 – Critical" (as defined below), both Silk's and the Customer's representatives shall use their best efforts to work continuously and mutually cooperate to resolve the applicable Problem.

    1.2. **Means of contact**. During the Support Term, Silk will provide an entry point for all calls, cases, and case routings related to the Support Services. All queries with respect to the public cloud services should be referred to the Cloud Provider via their normal support channels and based on Customer's support agreement with the Cloud Provider. Silk will make reasonable commercial efforts to collaborate with the Cloud Provider as needed.

    1.3. **Response Times**. During the Support Term, Silk shall use reasonable commercial efforts to respond to Customer's support requests and inquiries within the target response objective ("**TRO**") from the time that the Customer first reports the Problem to Silk by telephone or Silk's customer portal, according to Silk's TRO guidelines listed in the table below:

Case Severity	Definition	Enterprise Subscription TRO	Extract and Protect Subscription TRO	Standard Subscription TRO
Severity 1 – Critical	Silk Software is not serving data.	Within 30 min	Within 60 min	Within 90 min
Severity 2 - High	Silk Software is serving data with meaningful impact on business operations.	Within 2 hours	Within 4 hours	Within 6 hours
Severity 3 – Medium	Silk Software is experiencing an anomaly, or unexpected behavior which leads to an inconvenience, but has little or no impact on the customer business operations.	Within 12 hours	Within 24 hours	Within 36 hours

Severity 4 - Low	Information/technical question	With one Business Day	With two Business Days	With two Business Days

2. **Customer's Responsibilities.** Silk's provision of the Silk Support Services is subject to the Customer's compliance with the terms and conditions of this Agreement, including the following:

2.1. **Contacts**. The Customer will designate authorized employees to serve as the Customer's primary points of contact for the Silk Software and any related support issues ("**Support Contacts**"). Silk may presume that all such Support Contacts are authorized to submit service requests. Customer shall provide Silk with prior written notice of any changes to its Support Contacts.

2.2. **Cooperation**. The Customer will cooperate with Silk, including, without limitation, by providing as much information as available about any Problems, and taking all commercially reasonable measures requested by Silk in order to detect and provide further information with respect to each Problem. The Customer must provide remote access to the Virtual Machines on which the Silk Software is deployed as requested by Silk.

2.3. **Remote Access**. The Customer will provide remote access to the Silk Software to Silk and its personnel and authorized subcontractors assigned to provide the Support Services (including passwords necessary to allow such access) so that such Silk support Representatives can perform the Silk Support Services. Customer may enable such remote access through the "Secure Link" functionality on the Silk Software. Customer acknowledges and agrees that Customer's failure to do so may result in delays in Silk's provision of the Support Services hereunder.

2.4. **Data and Recovery**. The Customer will be solely responsible for management of its data back-up, data recovery, and disaster recovery measures. Silk and its representatives will not be responsible or held liable for the Customer's internal processes, procedures or requirements to ensure the protection, loss, confidentiality, or security of the Customer's data or information.

2.5. **Upgrades**. Silk shall not be obligated to provide Support Services or otherwise have any liability under these Silk Support Terms and Conditions in respect of versions of the Silk Software that are more than 12 months old. Customer must have Upgrades deployed from time to time in order to ensure the Silk Software is up-to-date.

2.6. **Suspension**. Silk may, by providing at least thirty (30) calendar days prior written notice suspend any Silk Support Services provided hereunder (a) during any period that Customer is delinquent in making payments hereunder or (b) if the Provisioned Capacity for the Silk Software under Subscription does not equal at least five (5) TIB for at least three (3) consecutive calendar months during the Support Term unless otherwise agreed in an applicable Quote.

3. **Definitions**.

3.1. **"Business Day"** means any weekday other than a public holiday in the United States.

3.2. **"Problem"** means a bona-fide functional and technical problem in the Silk Software which can be reproduced by Silk.

3.3. **"Support Term"** means the period during which Customer is eligible to receive Support Services pursuant to this Exhibit B and the applicable Quote including by having made payment of all amounts due hereunder and the applicable Quote.

3.4. **"Upgrade"** means new versions of the Silk Software made generally available by Silk to all existing customers of the Silk Software, which may contain bug fixes and/or enhancements or improvements. For avoidance of doubt, Upgrades shall not include any release, option, plug-in,

component, module or product that Silk generally licenses separately from the applicable Silk Software.

EXHIBIT C: PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. **Services**.

    1.1. Subject to the terms hereof, during the Subscription Period, Silk shall provide Customer with such Professional Services set forth in the applicable Quote. Unless otherwise set forth in a Quote, all Professional Services shall only be provided for the internal use and benefit of Customer.

    1.2. Silk reserves the right, in its discretion, to designate and make changes to the standards, operating procedures, allocation and quantity of resources utilized at any time, so long as any such change does not adversely affect the Professional Services or otherwise result in any non-conformance with any applicable specifications or other terms set forth in an Quote.

    1.3. Customer may from time to time request in writing to make changes in the scope of work set forth in a Quote for any Professional Services. All changes to a Quote must be agreed upon in a written change order to the applicable Quote executed by both parties hereto. If Silk determines that any such change causes an increase or decrease in the estimated charges or causes a schedule change from that originally agreed upon, an equitable adjustment shall be agreed to in the estimated charges, or the schedule, or both prior to implementation of the change.

2. **Customer Obligations**.

    2.1. During the Subscription Period, Customer, shall provide Silk and its personnel and authorized subcontractors assigned to provide Professional Services, as applicable, access to and permission to use such information, data, resources and facilities, including but not limited to equipment, software, applications, databases, operating systems, network access, and disk space, as necessary for the provision of the Professional Services (collectively, "**Customer Resources**"). Customer shall pay all costs and expenses with respect to the Customer Resources, including, without limitation, the costs of any maintenance, license payments, insurance, and taxes associated therewith. Customer is solely and exclusively responsible for maintaining, upgrading and replacing the Customer Resources as necessary for Silk to perform the Professional Services. In the event of any failure by Customer to comply with its obligations in this Section 2.1, Silk shall be excused from its obligation to perform the Professional Services, to the extent that its inability to meet such obligations is caused by any such failure of Customer.

    2.2. Customer undertakes and agrees, during the Subscription Period, to provide Silk's personnel and authorized subcontractors assigned to provide Professional Services, as applicable, with access to and permission to use the applicable instances of the Silk Software to which Customer has subscribed pursuant to this Agreement.

    2.3. Customer shall, upon Silk's request: (a) make available to Silk, Customer technical personnel familiar with Customer's business and technical requirements in connection with any Professional Services provided under an Quote; (b) provide to Silk complete and accurate information regarding Customer's business and technical requirements in respect of any Professional Services to be performed under the applicable Quote; and (c) reasonably cooperate with Silk and its personnel and authorized subcontractors assigned to provide Professional Services in connection with performance of the Professional Services.

    2.4. In the event that Silk's performance of the Professional Services requires or is contingent upon Customer's performance of any action or other obligation and Customer delays or withholds such performance beyond the agreed-upon time period set forth in a Quote, the time period for the performance of Silk's obligations under the applicable Quote shall be extended for the period of such delay in, or withholding of, such performance by Customer.

3. **Intellectual Property**.

3.1. As between Customer and Silk, Customer shall be and remain the sole owner of all Customer Resources and other data and information provided by or on behalf of Customer in connection with its receipt of any Professional Services (collectively, "**Customer Materials**").

3.2. The Professional Services provided by Silk hereunder do not constitute work-made-for-hire. Silk shall retain sole and exclusive ownership of all right, title and interest in all deliverables, work product and all other materials provided by Silk and/or its subcontractors to Customer in connection with the provision of any Professional Services (other than any Confidential Information of Customer or Customer Materials incorporated therein), including, without limitation, all enhancements, modifications and derivatives thereof and all intellectual property rights associated therewith (collectively, "**Deliverables**").

3.3. During the Subscription Period, subject to the terms hereof, Silk grants Customer a limited non-exclusive, non-sublicensable, non-transferable license to access and use the Deliverables for Customer's internal business purposes.

3.4. All right, title and interest in and to any methodology, technology, inventions, software, works of authorship, discoveries, methods, know-how, processes, other intellectual property owned, controlled and/or developed by Silk, including, without limitation, all intellectual property rights therein and any enhancements, modifications and derivatives thereof (collectively, "**Silk IP**"), are the sole and exclusive property of Silk and/or its licensors. Except as expressly set forth in this Agreement, nothing herein grants or assigns to Customer any license, right, title, or interest in or to the Silk IP or any intellectual property rights associated therewith.

4. **Representation and Warranties**.

   4.1. Silk represents and warrants that the Professional Services shall be performed by personnel with the requisite skill, experience, and qualifications to perform the Professional Services in a good and workmanlike manner consistent with professional standards in Silk's industry. Customer's sole and exclusive remedy for any breach of the foregoing warranty shall be the re-performance of the non-conforming Professional Services one time. Silk's warranty obligations under this Section 4.1 are conditioned upon Customer providing Silk with a detailed written notice of any claimed breach of the warranty within thirty (30) days of occurrence of the alleged breach.

   4.2. Customer represents and warrants that (i) it has the legal right and ability to provide the Customer Materials for the purposes set forth herein and has obtained all licenses, consents or other permissions from appropriate third parties as may be necessary enable Customer to grant the rights in such Customer Materials granted herein; (ii) Silk's and its subcontractors' authorized use of the Customer Materials for the purposes set forth herein will not infringe or violate the intellectual property rights of any third party and/or any third party terms and conditions applicable to any Customer Materials; and (iii) no Customer Materials (a) contain any defamatory, libelous, pornographic or otherwise offensive material, or (b) contain any viruses, worms or other harmful or disruptive component

5. **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROFESSIONAL SERVICES AND ANY RELATED DELIVERABLES AND OTHER MATERIALS SILK PROVIDES IN CONNECTION THEREWITH ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED THEREFROM**.**

6. **Non-Solicitation**. During the Term and for a period of twelve (12) months thereafter ("**Restrictive Period**"), Client shall not directly or indirectly solicit, cause, induce, or encourage, or attempt to solicit, cause or induce or encourage, any employee or contractor of Silk to leave his or her employment or

engagement with Silk, or hire or otherwise engage the services of any such employee or contractor of Silk.

7. **Survival**. Sections 2.1, 2.4, 3, 5 and 6 of this Exhibit C shall survive any termination or expiration of this Agreement and/or any Quote hereunder.

EXHIBIT D: SILK AS A SERVICE TERMS AND CONDITIONS

1. **Services**.

   1.1. Subject to the terms hereof, during the Subscription Period, Silk shall, as part of the Silk As A Service, provide Customer with such services set forth in the applicable Quote ("**Silk As A Service**"). Unless otherwise set forth in a Quote, the Silk As A Service shall only be provided for the internal use and benefit of Customer.

   1.2. Silk reserves the right, in its discretion, to designate and make changes to the standards, operating procedures, allocation and quantity of resources utilized at any time, so long as any such change does not adversely affect the Silk As A Service or otherwise result in any non-conformance with any applicable specifications or other terms set forth in a Quote.

   1.3. Silk shall perform the Services in accordance with the Silk As A Service, Service Level Agreement attached hereto as **Schedule 1** ("**Silk As A Service SLA**").

   1.4. Customer may from time to time, request in writing to make changes in the scope of work set forth in a Quote for the Silk As A Service. All changes to a Quote must be agreed upon in a written change order to the applicable Quote executed by both parties hereto. If Silk determines that any such change causes an increase or decrease in the estimated charges or causes a schedule change from that originally agreed upon, an equitable adjustment shall be agreed to in the estimated charges, or the schedule, or both prior to implementation of the change.

2. **Customer Obligations**.

   2.1. During the Subscription Period, Customer, shall provide Silk and its personnel and authorized subcontractors assigned to provide the Silk As A Service, as applicable, access to and permission to use such information, data, resources and facilities, including but not limited to equipment, software, applications, databases, operating systems, network access, and disk space, as necessary for the provision of the Silk As A Service (collectively, "**Customer Resources"**)**.** Customer shall pay all costs and expenses with respect to the Customer Resources, including, without limitation, the costs of any maintenance, license payments, insurance, and taxes associated therewith. Customer solely and exclusively responsible for maintaining, upgrading and replacing the Customer Resources as necessary for Silk to perform the Silk As A Service. In the event of any failure by Customer to comply with its obligations in this Section 2.1, Silk shall be excused from its obligation to perform the Silk As A Service, to the extent that its inability to meet such obligations is caused by any such failure of Customer.

   2.2. Customer undertakes and agrees, during the Subscription Period, to provide Silk's personnel and authorized subcontractors assigned to provide the Silk As A Service, as applicable, with access to and permission to use the applicable instances of the Silk Software to which Customer has subscribed pursuant to this Agreement.

   2.3. Customer shall, upon Silk's request: (a) make available to Silk, Customer technical personnel familiar with Customer's business and technical requirements in connection with the Silk As A Service provided under a Quote; (b) provide to Silk complete and accurate information regarding Customer's business and technical requirements in respect of the Silk As A Service to be performed under the applicable Quote; and (c) reasonably cooperate with Silk and its personnel and authorized subcontractors assigned to provide the Silk As A Service in connection with performance of the Silk As A Service.

   2.4. In the event that Silk's performance of the Silk As A Service requires or is contingent upon Customer's performance of any action or other obligation and Customer delays or withholds such performance beyond the agreed-upon time period set forth in a Quote, the time period for the performance of Silk's obligations under the applicable Quote shall be extended for the period of

such delay in, or withholding of, such performance by Customer, provided that nothing herein shall be deemed to obligate Silk to perform any services as part of the Silk As A Service following the expiration of the applicable Subscription Period.

3. **Intellectual Property**.

3.1. As between Customer and Silk, Customer shall be and remain the sole owner of all Customer Resources and other data and information provided by or on behalf of Customer in connection with its receipt of the Silk As A Service (collectively, "**Customer Materials**").

3.2. All documentation, reports and other work product which are specifically created by Silk on behalf of Customer and delivered by Silk to Customer in the course of the provision of the Silk As A Service hereunder shall be the sole and exclusive property of Customer ("**Deliverables**"). Silk hereby irrevocably transfers and assigns to Customer all right, title and interest in and to the Deliverables.

3.3. Customer hereby grants Silk, during the Subscription Period, a limited, non-exclusive, non-transferable, and sublicensable license to access, use, load, execute, store, transmit, display, copy and maintain the Customer Materials and/or Deliverables solely as necessary to perform Silk's obligations under this Agreement.

3.4. All right, title and interest in and to any methodology, technology, inventions, software, works of authorship, discoveries, methods, know-how, processes and other intellectual property owned, controlled and/or developed by Silk, which (i) are in existence prior to the applicable Subscription Start Date, (ii) result from activities which are independent from but concurrent with this Agreement, or (iii) developed by Silk in the course of performing the Silk As A Service but are not specific to any Deliverables hereunder, including, without limitation, all intellectual property rights therein and any enhancements, modifications and derivatives thereof (collectively, "**Silk IP**"), are the sole and exclusive property of Silk and/or its licensors. Except as expressly set forth in this Agreement, nothing herein grants or assigns to Customer any license, right, title, or interest in or to the Silk IP or any intellectual property rights associated therewith.

4. **Representation and Warranties**.

4.1. Silk represents and warrants that the Silk As A Service shall be performed (i) using reasonable care in a professional and workmanlike manner in accordance with the terms of the applicable Quote; (ii) by personnel with the requisite skill, experience, and qualifications; and (iii) in a manner consistent with professional standards in Silk's industry. Customer's sole and exclusive remedy for any breach of the foregoing warranty shall be there-performance of the non-conforming services provided as part of the Silk As A Service one time. Silk's warranty obligations under this Section 4.1 are conditioned upon Customer providing Silk with a detailed written notice of any claimed breach of the warranty within thirty (30) days of occurrence of the alleged breach.

4.2. Customer represents and warrants that (i) it has the legal right and ability to provide the Customer Materials for the purposes set forth herein and has obtained all licenses, consents or other permissions from appropriate third parties as may be necessary enable Customer to grant the rights in such Customer Materials granted herein; (ii) Silk's and its subcontractors' authorized use of the Customer Materials for the purposes set forth herein will not infringe or violate the intellectual property rights of any third party and/or any third party terms and conditions applicable to any Customer Materials; and (iii) no Customer Materials (a) contain any defamatory, libelous, pornographic or otherwise offensive material, or (b) contain any viruses, worms or other harmful or disruptive component.

5. **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SILK AS A SERVICE AND ANY RELATED DELIVERABLES AND OTHER MATERIALS SILK PROVIDES IN CONNECTION THEREWITH ARE PROVIDED WITHOUT ANY WARRANTIES OR

REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED THEREFROM**.**

6. **Non-Solicitation**. During the Term and for a period of twelve (12) months thereafter ("**Restrictive Period**"), Client shall not directly or indirectly solicit, cause, induce, or encourage, or attempt to solicit, cause or induce or encourage, any employee or contractor of Silk to leave his or her employment or engagement with Silk, or hire or otherwise engage the services of any such employee or contractor of Silk.

7. **Privacy**. Each party hereby agrees to adhere to the Data Processing Addendum attached hereto as **Schedule 2**.

8. **Survival**. Sections 2.1, 2.4, 3, 5 and 6 of this Exhibit D shall survive any termination or expiration of this Agreement and/or any Quote hereunder.

Schedule 1

Silk As A Service SLA

1. **Service Requests.**

   1.1. During the Subscription Period, as part of the Silk As A Service, Customer may submit to Silk support requests and inquires with respect to Customer's use, operation and management of the Silk Software and/or associated DBaaS (each an "**Inquiry**") in accordance with the terms and conditions set forth in this Schedule 1.

   1.2. Inquiries shall be submitted to Silk through the Support Portal.

   1.3. Each Inquiry submitted by Customer must identify the applicable severity level of the request, as set forth below ("**Severity Level**"):

Severity Level	Definition
Severity 1 – Critical	Silk Software or DBaaS is not serving data.
Severity 2 - High	Silk Software or DBaaS is serving data with meaningful impact on business operations.
Severity 3 – Medium	Silk Software or DBaaS is experiencing an anomaly, or unexpected behavior which leads to an inconvenience, but has little or no impact on the Customer's business operations.
Severity 4 - Low	Information/technical question

   1.4. Upon receipt of an Inquiry, Silk, using its reasonable judgment, will assign the Inquiry's actual Severity Level. The determination of the applicable Several Level by Silk shall control notwithstanding the applicable Severity Level identified by Customer in the Inquiry.

   1.5. During the Subscription, Silk shall use reasonable commercial efforts to respond to Inquiries submitted by Customer in accordance with the terms hereof within the applicable target response objective set forth in the table below ("**TRO**"):

Severity Level	Enterprise Subscription TRO	Extract and Protect Subscription TRO	Standard Subscription TRO
Severity 1 – Critical	Within 30 min	Within 60 min	Within 90 min
Severity 2 - High	Within 2 hours	Within 4 hours	Within 6 hours
Severity 3 – Medium	Within 12 hours	Within 24 hours	Within 36 hours
Severity 4 - Low	Within 1 Business Day	Within 2 Business Days	Within 2 Business Days

   1.6. The TRO shall be measured from the time notice of the applicable Inquiry was received by Silk in accordance with the terms hereof.

   1.7. During the Subscription Period, Silk shall use commercially reasonable efforts to diagnose and correct verifiable and reproducible Problems when reported to Silk in an Inquiry submitted in accordance with the terms hereof. The Customer shall use its best efforts in assisting Silk to reproduce the Problem. The Customer agrees to accept, deploy and use Upgrades provided by Silk and Silk shall not have responsibility for Problems caused by the Customer's failure to deploy and use Upgrades. The parties acknowledge the potentially idiosyncratic nature of any Problem in the Silk Software and Upgrades.

1.8. For any Inquiry classified as "Severity 1 – Critical", both Silk's and the Customer's representatives shall use their best efforts to work continuously and mutually cooperate to resolve the applicable Problem.

1.9. All queries with respect to the public cloud services should be referred to the Cloud Provider via their normal support channels and based on Customer's support agreement with the Cloud Provider. Silk will make reasonable commercial efforts to collaborate with the Cloud Provider as needed.

2. **Customer's Responsibilities.**

   2.1. **Contacts**. The Customer will designate both primary and secondary points of contact for addressing any Inquiries as part of the Silk As A Service (as may be updated by the Customer upon prior written notice to Silk). Silk may presume that all such contacts are authorized to submit Inquires. In the event all Customer points of contact are unavailable, Customer shall have made prior arrangements with Silk to make other support contact arrangements.

   2.2. **Cooperation**. The Customer will cooperate with Silk, including, without limitation, by providing as much information as available about any Inquiries and/or Problems, and taking all commercially reasonable measures requested by Silk in order to detect and provide further information with respect to each Inquiry or Problem.

   2.3. **Data and Recovery**. The Customer will be solely responsible for management of its data back-up, data recovery, and disaster recovery measures. Silk and its representatives will not be responsible or held liable for the Customer's internal processes, procedures or requirements to ensure the protection, loss, confidentiality, or security of the Customer's data or information.

   2.4. **Suspension**. Silk may, by providing at least thirty (30) calendar days prior written notice suspend any Silk As A Service provided under this Silk As A Service SLA (a) during any period that Customer is delinquent in making payments hereunder or (b) if the Provisioned Capacity for the Silk Software under Subscription does not equal at least five (5) TIB for at least three (3) consecutive calendar months during the Support Term unless otherwise agreed in an applicable Quote.

3. **Definitions.**

   3.1. "**Business Day**" means any weekday other than a public holiday in the United States.

   3.2. "**DBaaS**" means Customer's databases with respect to which it is receiving the Software As A Service hereunder.

   3.3. "**Problem**" means a bona-fide functional and technical problem in the Silk Software and/or DBaaS which can be reproduced by Silk.

   3.4. "**Support Portal**" means the support portal made available to Customer in connection with its receipt of the Silk As A Service by Silk and/or its authorized subcontractors.

   3.5. "**Upgrade**" means new versions of the Silk Software made generally available by Silk to all existing customers of the Silk Software, which may contain bug fixes and/or enhancements or improvements. For avoidance of doubt, Upgrades shall not include any release, option, plug-in, component, module or product that Silk generally licenses separately from the applicable Silk Software.

This Addendum consists of three parts:

- Part One applies with respect to the California Consumer Privacy Act of 2018 ("**CCPA**") and other state privacy laws in the United States.

- Part Two applies with respect to the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and supplementary GDPR legislations in EU member states).

- Part Three applies with respect to the UK Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) ("**UK GDPR**").

Parts One, Two, and Three apply only to Silk's processing personal data or personal information as a Processor (as defined in the GDPR or state privacy laws in the U.S.), or a Service Provider (as defined in the CCPA), acting on behalf of the Customer and under the Customer's instructions. Parts One, Two, and Three do not apply to Silk's processing of processing personal data or personal information of Customer's representatives to market or promote its products, or to administer the business or contractual relationship between Silk and Customer.

The parties' liability under this Addendum shall be pursuant to the liability clauses in the various parts of the Agreement.

PART ONE

1. **Scope.** This Part One applies to the processing of personal information or personal data by Silk within the scope identified in the preamble of this Addendum.

2. **Definitions**

   a. Capitalized terms used in this Part One but not defined in this Part One have the meaning ascribed to them in the Agreement and the Addendum.

   b. "Applicable State Privacy Laws" means the CPRA and in other applicable state privacy laws in the United States, such as (but not limited to): Virginia Consumer Data Protection Act, Connecticut Act Concerning Personal Data Privacy and Online Monitoring, Utah Consumer Privacy Act, and the Colorado Privacy Act.

   c. "Consumer" means a natural person, including a natural person in their professional or work capacity.

   d. "CPRA" means Cal. Civ. Code §1798.100 *et seq.* and the regulations at 11 C.C.R. §7000 *et seq.*

   e. "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

   f. "Collect" (and its cognate terms) means buying, renting, gathering, obtaining, receiving, or accessing any Personal Information pertaining to a Consumer by any means. This includes obtaining information from the Consumer, either actively or passively, or by observing the Consumer's behavior or interaction.

   g. "Process" (and its cognate terms) means any operation or set of operations that are performed on Personal Information or on sets of personal information, whether or not by automated means.

   h. "Sell" (and its cognate terms) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's Personal Information for monetary or other valuable consideration.

   i. "Share" (and its cognate terms) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a Consumer's Personal Information for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising in which no money is exchanged.

3. **Silk's Obligations.** The Parties acknowledge and agree that Silk is a 'service provider' and 'processor' within the meaning of the terms in Applicable State Privacy Laws. To that end, and unless otherwise requires by law:

   a. Silk shall not Sell or Share any Personal Information it Collects.

   b. The parties agree that Customer is disclosing the Personal Information to Silk only for the following limited and specified business purposes: to provide the Silk As A Service.

c. Silk is prohibited from retaining, using, or disclosing the Personal Information that it Collects for any commercial purpose other than the foregoing business purposes, unless expressly permitted by Applicable State Privacy Laws and this Part One. Additionally, Silk is prohibited from retaining, using, or disclosing the Personal Information that it Collects pursuant to this Agreement outside the direct business relationship between Silk and Customer, unless expressly permitted by Applicable State Privacy Laws and this Part One.

d. Silk shall comply with all relevant sections of Applicable State Privacy Laws and shall provide, with respect to Personal Information it Collects, the same level of privacy protection as required by Applicable State Privacy Laws.

e. Silk grants Customer the right to take reasonable and appropriate steps to ensure that Silk uses the Personal Information it Collects in a manner consistent with the obligations under this Part One and the CPRA.

f. Silk must promptly notify Customer when it makes a determination that it can no longer meet its obligations under this Part One or Applicable State Privacy Laws.

g. Silk grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate Silk's unauthorized use of Personal Information.

h. If Silk receives a request from a Consumer about his or her Personal information, Silk shall not comply with the request itself, inform the Consumer that Silk's basis for denying the request is that the Silk is merely a service provider that follows Customer's instruction, and inform the consumer that they should submit the request directly to the Customer and provide the Consumer with the Customer's contact information.

4. **Subcontracting to suppliers.** Customer authorizes Silk to subcontract any of its Platform-related activities which involve the Processing of Personal Information or requiring Personal Information to be Processed by any third party supplier, provided that Silk after provides the Customer an opportunity to object on reasonable grounds to the use of a third party supplier and ensures that the third party is bound by obligations consistent with this Part One. Customer consents to Silk using the third party suppliers listed in Part 2 below.

5. **Return or deletion of information.** Upon Customer's written request where no subsequent further Processing is required, Silk shall, at the instruction of Customer, either delete, or return to Customer, some, or all (however instructed) of the of the personal information that it and its third party suppliers Process for Customer.

6. **Assistance in responding to consumer requests.** Silk shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Consumer rights under Applicable State Privacy Laws.

7. **Data security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Silk's Processing of Personal Information for Customer, as well as the nature of personal information Processed for Customer, Silk will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure (including data

breaches).

PART TWO

This Part Two only applies within the scope identified in the preamble of this Addendum.

1. Customer commissions, authorizes, and requests that Silk provide Customer the Silk As A Service, which involves Processing Personal Data (as these capitalized terms are defined and used in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and in applicable national law implementing the GDPR, or in any subsequent superseding legislation; these shall collectively be referred to as "**Data Protection Law**").

2. Customer is solely responsible for determining the lawfulness of the data processing instructions it provides to Silk and shall provide Silk only instructions that are lawful under Data Protection Law.

3. Additional instructions of the Customer outside the scope of the Silk As A Service require prior and separate agreement between Customer and Silk, including agreement on additional fees (if any) payable to Silk for executing such instructions. If Silk materially fails to follow Customer's reasonable instructions outside the scope of the Silk As A Service, then Customer may terminate this Addendum and the Agreement, without liability for such premature termination.

4. Customer and Silk hereby assent to the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**SCCs**"), in its MODULE TWO, as follows:

    4.1. In Section II (Obligations of the Parties), Clause 9(a) for MODULE TWO: Transfer controller to processor: The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 14 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

    4.2. In Section IV (Final Provisions), Clause 17 for MODULE TWO: Transfer controller to processor: The Parties agree that this shall be the EU member state in which the Customer is established, or, if the Customer is not established in any EU member state, then the law of the Republic of Ireland.

    4.3. In Section IV (Final Provisions), Clause 18(b) for MODULE TWO: Transfer controller to processor: The Parties agree that those shall be the courts of the EU member state's town in which the Customer is established, or, if the Customer is not established in any EU member state, then the courts of Dublin, Ireland.

    4.4. In Annex I, for MODULE TWO: Transfer controller to processor:

        4.4.1. Data Exporter: Customer.

4.4.1.1. Activities relevant to the data transferred under these Clauses: a company using the Silk As A Service.

4.4.1.2. Role: Controller.

4.4.2. Data Importer: Silk

4.4.2.1. Activities relevant to the data transferred under these Clauses: provider of the Silk As A Service.

4.4.2.2. Role: Processor.

4.5. Description of Transfer:

4.5.1. Categories of data subjects whose personal data is transferred: [DATA SUBJECTS IN CUSTOMER'S DB RECORDS].

4.5.2. Categories of personal data is transferred: [DATA IN DB RECORDS].

4.5.3. Sensitive data transferred: [   ].

4.5.4. The frequency of the transfer: on a continuous basis.

4.5.5. Nature of the processing: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission, erasure.

4.5.6. Purpose(s) of the data transfer and further processing: the provision of the Silk As A Service.

4.5.7. The period for which the personal data will be retained: the period set out in the Agreement.

4.5.8. Transfers to (sub-) processors:

SUB-PROCESSOR	ADDRESS	LOCATION OF DATA PROCESSING AND DATA TRANSFER MECHANISM USED	PURPOSE OF DATA PROCESSING
Navisite LLC	400 Minuteman Rd, Andover, MA 01810 United States	USA, SCCs	Silk As A Service

4.5.9. Competent Supervisory Authority: the data protection authority in the EU member state in which the Customer is established, or the Customer's lead supervisory authority for GDPR purposes, but if the Customer is not established in any EU member state, then the supervisory authority of the EU member state in which the Customer's EU representative pursuant to Article 27 of the GDPR is located.

4.6. In Annex II, for MODULE TWO (TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA): Transfer controller to processor – In accordance with Silk's ISO 27001 certification.

5. In the event that the foregoing mechanism for cross-border data transfers is invalidated by court or any decision of a competent authority under Data Protection Law, the parties shall discuss in good faith and agree such variations (such agreement not to be unreasonably withheld or delayed) to this Addendum

as are required to enable a valid cross-border data transfers. In the event the parties are unable to agree on such variations, despite good faith efforts, either party may terminate the Agreement by providing written notice to the other party, without cost or liability for such premature termination. Further, in the event that the European Commission establishes processor to processor standard contractual clauses, the parties will enter into those clauses as promptly as reasonably practicable.

6. If Silk's assistance to Customer under Clause 10 of the SCCs entails material costs, expenses, or resources to Silk, then the parties shall first discuss and agree on the fees payable to Silk for such assistance.

7. Audit and inspections conducted under Clause 8.9 of the SCCs shall be conducted during ordinary business hours of Silk and with minimal disruption to Silk's ordinary course of business, shall not extend to any activities of Silk with other customers or parties, and if conducted by an independent auditor, such auditor shall be made subject to appropriate confidentiality undertakings satisfactory to Silk. If such inspections or audits entail material costs, expenses, or resources to Silk, then the parties shall first discuss in good faith and agree on the fees payable to Silk for such inspections or audits.

PART THREE

Customer and Silk hereby assent to the Annex to the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022 issued under Section 119A of the UK Data Protection Act 2018, available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf ("**UK SCCs**"), as follows:

Section of the UK SCCs	Content	
Table 1 – Start Date	The Effective Date of the Agreement	
Table 1 – Parties' details	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
	Full legal name: As set forth in the Agreement. Main address (if a company registered address): As set forth in the Agreement.	Full legal name: As set forth in the Agreement. Main address (if a company registered address): As set forth in the Agreement.
Table 1 – Key Contact	As set forth in the Agreement.	As set forth in the Agreement.
Table 2 - Addendum EU SCCs	The version of the Approved EU SCCs in Part Two above, including the Appendix Information. Date: The Effective Date of the Agreement Reference (if any): Part Two	
Table 3 – Appendix Information	Annex 1A: List of Parties: see Part Two Annex 1B: Description of Transfer: see Part Two Annex II: Technical and organizational measures including technical and organizational measures to ensure the security of the data: ISO 27001 certification.	
Table 4 – Table 4: Ending this Addendum when the Approved Addendum Changes	Which Parties may end this Addendum: ☐ Importer ☒ Exporter ☐ neither Party	