MASTER SOFTWARE LICENSE AGREEMENT

This Master Software License Agreement (the "Agreement") governs the Customer's use of the Software developed, owned or licensed for use and exploitation by Coherent. Both Coherent and the Customer shall be referred to collectively as the "**Parties**" and individually as a "**Party**".

This Agreement includes the Principal Terms, the General Terms and the Schedules. If there are any inconsistencies between the Principal Terms, the General Terms, and the Schedules, then the Principal Terms, the Schedules and then the General Terms shall prevail in such order.

PRINCIPAL TERMS

Subject matter	Terms
Parties	
Coherent	Coherent Global, Inc., 1209 Orange Street, Wilmington, DE 19801
Customer	[please insert name of the client], a [please insert incorporation place] corporation with its registered office at [please insert the registered address] ("**Customer**")
Term	
Commencement Date	[Please insert date]
Initial Term	This Agreement begins on the Commencement Date for [please insert] years as stated in Schedule 1 hereto. After Initial Term, it will renew for additional successive terms equivalent to the Initial Term, unless terminated in accordance with this Agreement.
Details of the Software	
Software	Coherent Spark
Details of the Licensing Plan & Fees	
Licensing Plan	The Customer hereby subscribes to the Licensing Plan, a description of which is set forth in Schedule 1 hereto. A full description of the SLA support model is set forth in Schedule 2 hereto.
License Fees	A full description of the license fees, license schedule and payment terms are set forth in Schedule 1 hereto.
Jurisdiction	Delaware

	Name of contact person	Address for service	Email address
Coherent	John Brisco	Coherent Global, Inc., 1450 Broadway, New York, NY 10018, USA	John.Brisco@coherent.global
Customer	[Please insert]	[Please insert]	[Please insert]
Customer Billing Contact	[Please insert]	N/A	[Please insert]

Agreed and accepted by:

"Customer"

"Coherent"

Name:

Name: John Brisco

Title:

Title: Chief Executive Officer

Date: mm-dd-yyyy

Date: mm-dd-yyyy

GENERAL TERMS

1. DEFINITIONS

1.1. "**Affiliate**" of a Party means any other person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Party. "**Control**", including related terms such as "**Controls**", "**Controlling**", "**Controlled by**" or "**under common Control**" with, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and without limiting the generality of the foregoing, such ability will be deemed to exist when any person holds at least fifty percent (50%) of the outstanding voting securities or other ownership interests of such third person.

1.2. "**Authorized Users**" has the meaning set forth in Section 2.1.

1.3. "**Commencement Date**" has the meaning set forth in the Principal Terms.

1.4. "**Customer Data**" has the meaning set forth in Section 5.3.

1.5. "**Customization**" means any features, functionalities, extensions, modifications, configurations in relation to the Software that require custom coding, scripts or other executable languages specifically written, designed and developed for the Customer.

1.6. "**Documentation**" means any and all user manuals, instructions and user guides that Coherent makes available to Customer as updated from time to time by Coherent in any form or medium which describe the functionality, components, features, requirements, installation (if applicable), configuration, use, support, or maintenance of the Software and the Licensing Plan.

1.7. "**Jurisdiction**" has a meaning set forth in the Principal Terms.

1.8. "**Customer**" has a meaning set forth in the Principal Terms.

1.9. "**Coherent**" has a meaning set forth in the Principal Terms, reference to Coherent also includes its assigns and successors.

1.10. "**Initial Term**" has a meaning set forth in the Principal Terms.

1.11. "**Intellectual Property Rights**" means any patent, right to patent, copyright, design rights (registered and unregistered), trademark and service mark (whether or not registered), trade and business names (including internet domain names and e-mail address names), database rights, know-how, trade secrets, unpatented inventions and any other intellectual property rights in any relevant jurisdiction.

1.12. "**Losses**" has the meaning ascribed to it in Section 9.1.

1.13. "**Permitted Use**" means use of the Software by Customer solely for the purpose of its internal business operations.

1.14. "**Personal Data**" has the meaning set forth in Section 2.4.

1.15. "**Process**" has the meaning set forth in Section 2.4.

1.16. "**Maintenance Release**" with respect to any Software that shall be provided to Customer for use on Customer premises or devices, means any update, release of the Software, including any updated Documentation, that Coherent may provide to Customer during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any new version of the Software, which Coherent may introduce and market generally as a distinct licensed product (as may be indicated by Coherent's designation of a new version number), and which Coherent may make available to Customer at an additional cost.

1.17. "**Renewal Term**" has the meaning ascribed to it it in Section 7.1.

1.18. "**Term**" is the collective term for the Initial Term and Renewal Term as set forth in Section 7.1.

1.19. "**Software**" has a meaning set forth in the Principal Terms.

1.20. "**Third Party Claims**" has the meaning ascribed to it in Section 9.1.

1.21. "**Licensing Plan**" refers to the licensing plan subscribed to by the Customer in accordance with this Agreement.

1.22. "**License Fees**" has a meaning set forth in the Principal Terms.

2. COHERENT'S OBLIGATIONS

2.1. <u>Software and Services</u>. Subject to Customer's compliance to this Agreement, Coherent shall, in accordance with this Agreement make the Software, Documentation and/or Maintenance Release (if applicable) available to the Customer depending on the scope of the Licensing Plan by assigning administrative credentials for a customer account. Customer shall also be given the rights to create login credentials for individual authorized users to access and use the Software ("**Authorized Users**"). Coherent reserves the right to refuse registration of, access by or cancel of Authorized Users' accounts as it deems appropriate to do so.

2.2. <u>Maintenance Services</u>. Coherent may provide Customer with Maintenance Release (including updated Documentation or Software) that Coherent may, in its sole discretion, make generally available to the Customer under the Licensing Plan without additional charges. All Maintenance Release, upon the provision of which by Coherent to Customer under this Agreement, are deemed Software and are subject to all applicable terms and conditions in this Agreement.

2.3. <u>Technical Support Services</u>. Unless otherwise indicated in the Documentation, Coherent is not obliged to provide any additional services outside the scope of the Licensing Plan.

2.4. <u>Information Security and Personal Data.</u> Coherent shall maintain physical, administrative and technical safeguards designed to protect the security and integrity of Customer Data, which safeguards shall include those set forth in <u>Schedule 3</u> hereto. Customer acknowledges that the Software is not designed to collect, use, store, transmit, transfer, process or take any other action with respect to (collectively, "**Process**") information relating to identifiable natural persons ("**Personal Data**"). Customer shall ensure that Customer Data does not include Personal Data and agrees that Coherent shall have no liability for Losses arising from or relating to Personal Data included in Customer Data or the Processing thereof. All such Customer Data could be made available to the Customer for export or download as set forth in the Documentation within 30 days of the termination or expiration of this Agreement. Coherent shall have no obligation to maintain or store such Customer Data after the said 30-days period and shall erase or delete the same permanently from its storage servers unless prohibited to do so on legal grounds. Customer acknowledges and agrees that Coherent may Process Personal Data pertaining to its business contacts and Authorized Users as described in Coherent's privacy policy available at: https://coherent.global/privacy-policy/.

3. CUSTOMER'S OBLIGATION

3.1. <u>Authorized Users</u>. Customer shall be responsible for creating and setting up login credentials for its Authorized Users. Customer shall take commercially reasonable efforts and implement appropriate measures or systems to prevent unauthorized use of or access to the Software and shall keep, and shall procure its Authorized Users to keep, its login credentials confidential at all times and shall be responsible for any accidental, intentional or unintentional use or disclosure of its login credentials. The Customer shall act in good faith and exercise all due care and attention to prevent the loss of and/or unauthorized use of its login credentials. Customer shall and shall procure its Authorized Users to use the Software in accordance with this Agreement. Under all circumstances, the Customer shall be liable for the acts and omission of the Authorized Users in relation to the use of Software and this Agreement.

3.2. <u>Customer Data.</u> Customer is solely responsible for giving all notices and obtaining all consents as are required, including under applicable laws, for Coherent to Process Customer Data as contemplated by this Agreement. In relation to such information, the Customer hereby agrees to remain solely responsible for all losses and/or damages arising from and/or related to data breaches arising from the use of the Software.

3.3. <u>Restrictions</u>. Customer shall not, directly or indirectly, and shall not authorize any third party to: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, algorithms, or associated know-how of the Software or results provided in connection with services provided by Coherent (except to the extent expressly made available to Customer by Coherent under an Order or permitted by applicable law notwithstanding this restriction); (b) write or develop any program, that are based upon the Software or any portion of any of the foregoing, or otherwise use the Coherent Software in any manner for the purpose of developing, distributing or making available products or services that compete with the Software; (c) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the Software or any rights to any of the foregoing; (d) permit the Software to be accessed or used by any persons other than employee personnel, Admin Users, and End Users accessing or using the Software in accordance with the Agreement; (e) alter or remove any trademarks or proprietary notices contained in or on the Software; (f) circumvent or otherwise interfere with any authentication or security measures of the Software or otherwise interfere with or disrupt the integrity or performance of the foregoing; (g) swarm the Software with API calls or make an unreasonably large number of API calls in a given period of time; or (h) otherwise use any portion of the Software for any purpose that is not expressly permitted hereunder. Customer represents and warrants that it or, as applicable, End Users have all rights, authorizations, and consents to Submitted Data ("**Customer Data**") to Coherent and Customer has all rights, authorizations, and consents to grant Coherent the rights and permissions to use and process the Submitted Data as contemplated by this Agreement. Customer represents and warrants that it and all Authorized Users will, at all times comply with all applicable laws in connection with its use of the Software. Customer acknowledges that Coherent may, but is under no obligation to monitor Customer's, and Authorized Users' use of the Software. Coherent may suspend Customer's, or Authorized User's access to the Software for any period during which Customer, or the Authorized User is, or Coherent has reason to believe, is not in compliance with this Agreement.

3.4. <u>Customization by Customer</u>. Coherent will not under any circumstances provide the source code of the Software to Customer and Customer may not design or develop any modifications or enhancements to the Software.

4. FEES AND PAYMENT

4.1. <u>Fees and Payments</u>. Customer will pay Coherent the License Fees. For the duration of the Term, the License Fee should be paid annually at the start of each year or unless specified otherwise in <u>Schedule 1</u> hereto. Invoices will be sent on the Invoice Date with payment terms as set forth in <u>Schedule 1</u> hereto. Any payments made from the Customer to Coherent under this Agreement are non-refundable. Upon any termination set forth in Section 7.1, Customer will pay for any usage that has not been invoiced. Any payments already made will be non-refundable.

4.2. <u>Outstanding Payments</u>. If the Customer fails to make payments required under this Agreement when due, Coherent may, without limiting its rights and remedies, suspend the access rights or license (as the case may be) granted by Coherent to the Customer under this Agreement until such amounts are paid in full. All outstanding amounts shall bear interest at the rate of 5% per annum from the relevant due date to the date of payment (both days inclusive), and such interest shall be capitalised monthly in arrears.

4.3. <u>Taxes</u>. Customer is responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on Coherent's net income).

4.4. <u>Maintenance Service Fees.</u> With respect to any Software that shall be provided to Customer for use on Customer premises or devices, if Coherent's employees and/or contractors are required to travel on-site for the performance of any Software upon Customer's request (including but not limited to the provision of training, installation and/or support maintenance if applicable), Customer shall pay for the reasonable related travelling costs incurred by Coherent (including but not limited to air ticket, hotel accommodation, food & beverage, local transportation, etc.)

4.5. <u>Price Increase</u> In addition to any usage-based price increases identified in this Schedule, after the Initial Term, Coherent will raise your License Fees once each year, effective at the beginning of the applicable renewal term, by the greater of 5% or the percentage increase in the United States Bureau of Labor Statistics' Consumer Price Index.

5. OWNERSHIP

5.1. <u>Intellectual Property Rights Ownership</u>. Customer acknowledges and agrees that: (a) the Software, Documentation and/or Maintenance Release (if applicable), as well as all improvements, enhancements of modifications and any Intellectual Property Rights thereto, including but not limited to any Customization, are owned by Coherent or its licensors, and Customer does not and will not have or acquire under or in connection with this Agreement any ownership interest in the Software, Documentation and/or Maintenance Release (if applicable), or in any related Intellectual Property Rights; and (b) Coherent and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software, Documentation and/or Maintenance Release (if applicable), including all Intellectual Property Rights relating thereto.

5.2. <u>Reservation of Rights</u>. Except as expressly granted under this Agreement, nothing in this Agreement will be construed to grant Customer any rights in the Software, Documentation and/or Maintenance Release (if applicable) or Intellectual Property Rights. The rights not expressly granted to Customer under this Agreement are exclusively reserved to Coherent.

5.3. <u>Customer Data</u>. Coherent will implement systems and procedures designed to backup Submitted Data and enable such backups to be recovered for the SaaS offering in accordance with <u>Schedule 2</u> hereto. Customer agrees that Coherent may use Submitted Data ("**Customer Data**") as necessary to make available the Software, perform its obligations hereunder, and improve the Software, including, without limitation, performing any required, usual, appropriate, or acceptable activities relating to the Software, such as: (a) providing or supporting the use of the Software, performing services, and carrying out the business of which the Software is a part; (b) carrying out any benefits, rights, and obligations relating to the Software; (c) maintaining records relating to the Software; and (d) complying with any legal or self-regulatory obligations relating to the Software. Customer agrees that Coherent may also use and exploit in any manner on a worldwide, irrevocable, perpetual, royalty-free basis, any: (1) aggregated, non-personally identifiable information related to any usage of the Software to operate and improve Coherent's products and services; and (2) suggestions, requests and feedback provided by or on behalf of Customer regarding the Coherent Software.

5.4. <u>License Grant.</u> With respect to any Software that shall be provided to Customer for use on Customer premises or devices and subject to the terms and conditions of this Agreement, and conditioned on Customer's compliance therewith, Coherent hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, revocable and limited license to install and use the Software, Maintenance Release in accordance with the Documentation and this Agreement solely for the Permitted Use during the Term.

5.5. <u>Customer Cooperation and Notice of Infringement</u>. Customer will, during the Term: (a) take all reasonable measures to safeguard the Software, including all copies thereof (if any) from infringement, misappropriation, theft, misuse or unauthorized access; (b) promptly notify Coherent in writing if Customer becomes aware of: (i) any actual or suspected

infringement, misappropriation or other violation of Coherent's Intellectual Property Rights in or relating to the Software, Documentation and/or Maintenance Release (if applicable); or (ii) any claim that the Software, Documentation and/or Maintenance Release (if applicable), including any production, use, marketing, sale or other disposition of the Software, Documentation and/or Maintenance Release (if applicable), in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any person; and (c) provide reasonably necessary assistance or cooperation in the conduct of any claim, suit, action or proceeding by Coherent to prevent or abate any actual or threatened infringement, misappropriation or violation of Coherent's rights in, and to attempt to resolve any claims relating to Software, Documentation and/or Maintenance Release (if applicable).

6. CONFIDENTIAL INFORMATION

6.1. "Confidential Information" means any: (a) proprietary information of a Party to this Agreement disclosed by one Party to the other that is in written, graphic, machine readable or other tangible form and is marked "Confidential" or "Proprietary" or in some other manner to indicate its confidential nature; and (b) all information disclosed, collected or developed by Coherent. Confidential Information also include oral disclosures or other written disclosures if that information would reasonably be understood to be confidential from the context of disclosure or the nature of the information. "Confidential Information" may also include information disclosed to the disclosing party by third parties. Without limiting the foregoing, Software, Documentation and/or Maintenance Release (if applicable) are the Confidential Information of Coherent.

6.2. Exceptions. Confidential Information will not include any information that: (a) was display known and made generally available prior to the time of disclosure by the disclosing party; (b) becomes publicly known and made generally available in the public domain after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (c) is already in the possession of the receiving Party at the time of disclosure by the disclosing party as the receiving Party's files and records; (d) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (e) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

6.3. Non-Use and Non-Disclosure. Each Party will: (a) treat as confidential all Confidential Information of the other Party; (b) reveal the Confidential Information only to its and its Affiliates' officers, directors, employees and advisers on a need-to-know basis and who are obligated to maintain the confidentiality of the Confidential Information; (c) not disclose that Confidential Information to any other third party who have signed a non-disclosure agreement containing provisions substantially as protective as the terms of this Section 6.3 provided that the disclosing Party has obtained the written consent to that disclosure from the other Party; and (d) will not use that Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement. Each Party is permitted to disclose the other Party's Confidential Information if required by law so long as the other Party is given prompt written notice of that requirement prior to disclosure and assistance in obtaining an order protecting that information from public disclosure or limiting the scope of disclosure.

6.4. Maintenance of Confidentiality. Each Party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party will take at least those measures that it takes to protect its own most highly confidential information and will ensure that its employees who have access to Confidential Information of the other Party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to those employees. Neither Party will make any copies of the Confidential Information of the other Party unless necessary for the purposes of this Agreement of if previously approved in writing by the other Party. Each Party will reproduce the other Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6.5. Remedies. Each Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies.

7. TERM AND TERMINATION

7.1. Term. This Agreement commences upon the Commencement Date and, unless terminated earlier in accordance with the terms herein, will continue in effect until the end of the Initial Term. After the Initial Term, this License will automatically renew for additional successive terms equivalent to the Initial Term ("Renewal Term") unless Customer or Coherent terminate the Agreement by giving at least three full months' written notice in advance prior to end of the then current term.

7.2. Termination for Material Breach. Either Party may terminate this Agreement if the other Party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching Party. Termination in accordance with this Section 7.2 will take effect when the breaching Party receives written notice of termination from the non-breaching Party, which notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period.

7.3. Insolvency. A Party may immediately terminate this Agreement upon written notice to the other Party if the other Party is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the other Party's consent, if the other Party assigns its property to its creditors or performs any other act of bankruptcy, or if the other Party becomes insolvent and cannot pay its debts when they are due.

7.4. <u>Effect of Termination or Expiration</u>. On the expiration or earlier termination of this Agreement:

7.4.1. all access to the Software, rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer will: (i) immediately cease all use of and other activities with respect to the Software, Documentation and/or Maintenance Release (if applicable); (ii) with respect to any Software that shall be provided to Customer for use on Customer premises or devices (if applicable), within 30 days destroy and permanently erase from all devices and systems Customer directly or indirectly controls, Software, Documentation and/or Maintenance Release (if applicable) and Coherent's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials (if any); and (iii) certify to Coherent in a signed written instrument that it has complied with the requirements of this <u>Section 7.4</u> upon Coherent's request; and

7.4.2. all amounts payable by Customer to Coherent of any kind under this Agreement are immediately payable and due (if any) no later than 15 days after the expiration or termination of this Agreement.

7.5. <u>Surviving Terms</u>. The following provisions will survive the termination or expiration of this Agreement: Sections 5.1, 5.2, 5.3, 6, 7.5, 8.5, 9, 10 and 11, any other provisions that, by their nature, are intended to survive. All liabilities that accrued prior to termination will also survive termination or expiration of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. <u>Authorization</u>. Each Party represents and warrants that: (a) it is duly organized, validly existing, and in good standing in the jurisdiction stated in the preamble to this Agreement; (b) the execution and delivery of this Agreement by it has been duly and validly authorized; and (c) this Agreement constitutes a valid, binding, and enforceable obligation of it.

8.2. <u>No Conflict</u>. Each Party represents and warrants that the execution of this Agreement and its performance under this Agreement does not and will not violate, conflict with, or result in a material default under any other agreement, indenture, decree, judgment, lien, or encumbrance to which it is a Party.

8.3. <u>Consents</u>. Coherent represents and warrants that it has obtained all consents necessary to permit Customer to utilize the Software (including the underlying data and content), Documentation and/or Maintenance Release (if applicable) as permitted under this Agreement.

8.4. <u>Compliance with Documentation</u>. Coherent warrants that during the Term the Software will conform, in all material respects, with the Documentation.

8.5. <u>Compliance with Laws</u>. Customer represents and warrants it complies and will comply with all applicable international, national, state, regional, and laws of the Jurisdiction and regulations in performing its duties hereunder and in any of its business with respect to the use and exploitation of the Software.

8.6. <u>DISCLAIMER</u>. ALL SOFTWARE, DOCUMENTATION AND/OR MAINTENANCE RELEASE (IF APPLICABLE), INFORMATION, MATERIALS AND ANY SOFTWARE (AND RELATED SERVICES) PROVIDED BY COHERENT ARE PROVIDED "AS IS". EXCEPT AS SET FORTH IN THIS <u>SECTION 8</u>, COHERENT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE FOREGOING DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

9. INDEMNIFICATION

9.1. <u>Coherent Indemnification</u>. Coherent will indemnify, defend, and hold harmless Customer and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses (collectively "**Losses**"), arising directly from a third party claim, investigations, legal or administrative action, or litigation (collectively, "**Third Party Claims**") brought as a result of or in connection with: (a) any gross negligent or intentionally wrongful act of Coherent; or (b) any infringement of third party's Intellectual Property Rights resulting in whole or in part from Software. The foregoing obligation <u>does not apply</u> to the extent that such Third Party Claim or Losses arise from any allegation of or relating to any: (i) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by Coherent or specified for Customer's use in the Documentation; (ii) modification of the Software other than by Coherent in connection with this Agreement; or with Coherent's express written authorization and in strict accordance with Coherent's written directions and specifications; (iii) use of the Software, Documentation and/or Maintenance Release (if applicable) after Coherent's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights; (iv) use of the Software, Documentation and/or Maintenance Release (if applicable) by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to Coherent's instructions; or (v) Third Party Claim or Losses for which Customer is obligated to indemnify Coherent pursuant to Section 9.2.

9.2. <u>Customer Indemnification</u>. Customer will indemnify, defend, and hold harmless Coherent and its directors, officers, and employees from and against all Losses, arising directly from a Third Party Claim brought as a result of or in connection with: (a) any gross negligent or intentionally wrongful act of Customer; or (b) any violation or claimed and verifiable violation of a third party's rights resulting in whole or in part from any: (i) use or combination of the Software, Documentation and/or Maintenance Release (if applicable), by or on behalf of Customer with any hardware, software, system, network, service or other matter whatsoever that is neither provided by Coherent nor authorized by Coherent in this Agreement; (ii) information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software, Documentation and/or Maintenance Release (if applicable); or (c) use of the Software, Documentation and/or Maintenance Release (if applicable) by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by this Agreement, or in any manner contrary to Coherent's instructions or the Documentation.

9.3. <u>Procedure</u>. The indemnified Party will timely notify the indemnifying Party in writing that it seeks indemnification from the indemnifying Party with specific reference to the Third Party Claim for which such indemnification is sought. A failure by the indemnified Party to provide such notice or information will not impair the indemnified Party's right to indemnification hereunder except to the extent that such failure has materially prejudiced or materially delayed the indemnifying Party in the defense of the Third Party Claim. The indemnifying Party will have the right to control the defense and settlement of each such Third Party Claim, except that the indemnifying Party must obtain the indemnified Party's prior written approval for the settlement of any such Third Party Claim (unless such settlement provides for the full and final release of the indemnified Party, does not involve the payment of any monies or admission of any wrongdoing by the indemnified Party, and does not require any action or inaction by the indemnified Party). The indemnified Party will have the right to participate in the defense and settlement of such Third Party Claim being defended by the indemnifying Party through separate counsel, at the indemnified Party's sole expense.

9.4. <u>Sole and Exclusive Remedy</u>. THIS <u>SECTION 9</u> SETS FORTH CUSTOMER'S SOLE REMEDIES AND COHERENT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SOFTWARE, DOCUMENTATION, MAINTENANCE RELEASE AND/OR ADD-ON SERVICES (IF APPLICABLE)) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF LIABILITY

10.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THE NEGLIGENCE OF A PARTY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

10.2. SUBJECT TO THE PARAGRAPH ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR:

10.2.1. ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY);

10.2.2. ANY LOSS OF GOODWILL;

10.2.3. ANY LOSS OF OPPORTUNITY;

10.2.4. ANY LOSS OF DATA SUFFERED BY CUSTOMER;

10.2.5. ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY THE OTHER PARTY, IT'S AFFILIATES, DIRECTOR, EMPLOYEES OR AUTHORIZED USERS; OR

10.2.6. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY THE CUSTOMER, IT'S AFFILIATES, DIRECTOR, EMPLOYEES OR AUTHORIZED USERS AS A RESULT OF:

10.2.6.1. ANY RELIANCE PLACED ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING IN CONNECTION WITH THE SOFTWARE, DOCUMENTATION AND/OR MAINTENANCE RELEASE (IF APPLICABLE); OR

10.2.6.2. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH THE USE OF THE SOFTWARE, DOCUMENTATION AND/OR MAINTENANCE RELEASE (IF APPLICABLE).

10.3. EXCEPT FOR CLAIMS ARISING FROM COHERENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, THE TOTAL AGGREGATE LIABILITY OF COHERENT TO THE CUSTOMER, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF, OR IN RELATION TO, THIS AGREEMENT, THE SOFTWARE, DOCUMENTATION AND/OR MAINTENANCE RELEASE (IF APPLICABLE), WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO COHERENT (IF ANY) DURING THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST CLAIM MADE BY CUSTOMER UNDER THIS AGREEMENT, UNLESS OTHERWISE MANDATORILY REQUIRED BY APPLICABLE LAW.

10.4. THESE LIMITATIONS ON OUR LIABILITY TO CUSTOMER SHALL APPLY WHETHER OR NOT COHERENT HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

11. MISCELLANEOUS

11.1. <u>Force Majeure</u>**.** The obligations of the Parties under this Agreement will be suspended to the extent a Party is hindered or prevented from complying therewith because of war, acts of God, fires, storms, flood, epidemic, accidents, failure of telecommunications vendors or suppliers, government intervention or action, or any other cause whatsoever beyond a Party's reasonable control. For so long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercial best efforts to recommence performance without delay.

11.2. <u>Relationship between the Parties.</u> The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be deemed to imply or constitute either Party as the agent or representative of the other Party, or both Parties as joint ventures or partners for any purpose.

11.3. <u>Electronic Signatures</u>. The Parties acknowledge and agree that this Agreement or any future documents in connection with the subject matter of this Agreement may be executed by electronic signatures, which shall be deemed to be as good as original wet-ink signatures for all purposes and shall have the same force and effect as original wet-ink signatures. Without limitation, an electronic signature shall include electronic copy of an original wet-ink signatures or electronic scanned a transmitted version (e.g. in .pdf format) of original wet-ink signatures.

11.4. <u>Press Release</u>. Upon Software production environment set-up, both parties agree to a public statement which may include one of more of the following: a press release with quote, an announcement on respective websites, a social media style post (may include a blog post, podcast or similar). Post Software production environment set-up, Customer agrees to participate in a success story process. The success story will be submitted for review to the Customer who will review and approve in a timely manner. The Customer agrees to participate in occasional marketing requests such as: participating in a webinar, speaking with an industry analyst, speaking at an industry event, a press interview and the like. The Customer agrees that the company's logo may be used on its website.

11.5. <u>Governing Law</u>. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, or its subject matter or formation, will be governed by and construed in accordance with the laws of Delaware. The parties agree to submit to the exclusive jurisdiction of the Delaware courts.

11.6. <u>Arbitration</u>. Except for the right of either Party to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement ("**Dispute**"), which Dispute has been subject of a written notice by one Party to the other ("**Dispute Notice**"), the Parties shall attempt, for a period of thirty (30) days after the receipt by one (1) Party of a notice from the other Party of the existence of a Dispute, to settle such Dispute in the first instance by mutual discussions between the senior management of each of the Parties. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period, it shall be referred to arbitration in Delaware under the Procedures for the Administration of International Arbitration by one arbitrator appointed in accordance with such rules. Arbitration will be conducted in English. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing Party will be entitled to receive from the other Party reasonable attorneys' fees and costs incurred in connection with any arbitration or litigation instituted in connection with this Agreement.

11.7. <u>Non assignment</u>. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger, or consolidation, without the prior written consent of Coherent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of the foregoing will be null and void.

11.8. <u>Notices</u>. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail, as appropriate; or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth in the Principal Term. Either Party may change its address for notice by notice to the other Party given in accordance with the Principal Terms. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

11.9. <u>Waiver</u>. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. No exercise or enforcement by either Party of any right or remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce.

11.10. <u>Severability</u>. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the Parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the

intentions expressed in this Agreement. If the Parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.11. <u>Confidentiality of Agreement</u>. Neither Party will disclose any terms of this Agreement to any third Party without the consent of the other Party, except as required by applicable law.

11.12. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

11.13. <u>Headings</u>. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

11.14. <u>Language</u>. If this Agreement is executed in more than one language, then only the English version is binding on the Parties.

11.15. <u>No Third Party Rights</u>. No one other than a Party to this Agreement, their successors and permitted assignees, shall have any rights under the Contract (Rights of Third Parties) Ordinance to enforce any term of this Agreement.

11.16. <u>Integration</u>. This Agreement (including the Schedules) contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that Coherent may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Coherent to object to such terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both Parties.

Commercial Terms

Term	Definition
Model	Often referred to as a "File", a Model refers to one spreadsheet workbook uploaded to Spark and converted to one API Service including all versions of that service published under that service name. *Note that Models across all environments are included within this lever of consumption charge defined as "Total Services" inside the relevant Spark environment.*
API Call	Number of API calls made to the platform across all customer environments.
Test Cases Run	Calculated as the number of times a Test Bed is run multiplied by the number of Test Cases within each Test Bed, across all customer environments.
SaaS Deployment	(Default deployment option) Software-as-a-Service deployment in Coherent's Cloud.
Hybrid Deployment	Run code packages from Spark locally on private cloud or on-premises. This resolves issues relating to data residency, data privacy, work related to integrate to the Coherent APIs.
On-Prem Deployment	Installed and run on a Customer's own hardware infrastructure, hosted locally.

Software Inclusions	Software Exclusions

1. Annual Coherent Spark License Fee allows the development and testing of API endpoints for future deployment.
2. Annual Coherent Spark License Fee allows the Customer to use the UAT environment for development and testing of models.
3. Default deployment option is SaaS (Coherent Cloud). For an additional annual fee, a Hybrid deployment option or On-Premises deployment option are also available.
4. The software features are described in the Spark User Guide embedded within the Spark Admin Application: https://docs.coherent.global
5. Annual Coherent Spark License Fee includes upgrades to Coherent Spark software
6. Following completion of the Initial Term, the Customer reserves the right to an annual statement of care review to determine effective usage, opportunities of improvement and to ensure utilization are within the principles of this agreement.
7. Up to 10 CPU hours per Model per month across all customer environments (note this is defined as "Test calculation time (hours)" inside the relevant Spark environment).
8. Models stored as per client requirements; records can automatically be purged after a given time (up to 7 years).
	1. The ability for the Customer to use the UAT environment for production data or production purposes. The UAT environment is reserved for validating services and calculation correctness only.
	2. Using the production environment for extensive regression or validation testing; runs in the Production environment should be limited to validating that models have been correctly deployed and are returning results in line with the Customer's UAT tests.
	3. Customer shall be responsible for testing and ensuring generated APIs are fit-for-purpose.
	4. Anything not explicitly included in Software Inclusions
	   A. Any integration or customization work beyond available functionality in Spark i.e. excludes, but not limited to, integration with insurance carriers, third-party providers, other Customer software
	   B. Additional work requested by Customer can be scoped and discussed further in line with the Coherent services rate card
	   C. Source code for Coherent Spark software
	   D. Proposal excludes Consulting support for other Coherent solutions

9. For SLAs & Production Support Model details related to the relevant deployment option, please refer to Schedule 2.	

A. Reverting to Rate Card

Upon the expiration of the Initial Term, Coherent's rate card pricing in effect at that time shall apply, and discount agreed for Initial Term will no longer apply.

SCHEDULE 2

COHERENT SPARK SERVICE LEVEL AND SUPPORT ADDENDUM
(SaaS Only)

This Spark Service Level and Support Addendum (this "**SLSA**") is subject to and forms a part of the Agreement. In the event of a conflict between the terms of this SLSA and the terms of the Agreement, the terms of the Agreement shall govern. Any capitalized terms not defined herein shall have the meaning prescribed to them in the Agreement.

1.   **Definitions.** As used in this SLSA, the following capitalized terms will have the definitions set forth below:

1.1   "**Business Hour**" means a 60-minute period within Normal Business Hours.

1.2   "**Force Majeure Downtime**" means the total amount of time during any calendar month, measured in minutes, during which the production environment of Spark is Unavailable due to any Force Majeure Event, including, without limitation: issues arising from problems in the software, firmware or hardware of Coherent's suppliers or technology providers; outages or issues with upstream providers or network carriers; acts of God; fires; floods; storms; landslides; epidemics; lightning; earthquakes; drought; blight, famine; quarantine; blockade; governmental acts or inaction; orders or injunctions; war; insurrection or civil strife; sabotage; explosions; labor strikes; work stoppages; and acts of terror.

1.3   "**Normal Business Hours**" means 9 a.m. to 6 p.m. Monday through Friday excluding holidays.

1.4   "**Scheduled Downtime**" means the total amount of time during any calendar month, measured in minutes, during which the production environment of Spark is Unavailable due to planned system maintenance, releases and disaster recovery testing performed by Coherent upon at least 48 hours' prior notice of such maintenance.

1.5   "**Spark Availability**" means, with respect to any particular calendar month, the ratio obtained by subtracting Unscheduled Downtime during such month from the Total Monthly Time, and thereafter dividing the difference so obtained by the Total Monthly Time. Represented algebraically, Spark Availability for any particular calendar month is determined as follows:

$$Spark\ Availability = \frac{Total\ Monthly\ Time - Unscheduled\ Downtime}{Total\ Monthly\ Time}$$

1.6   "**Total Monthly Time**" means the total minutes in the relevant calendar month less Scheduled Downtime and Force Majeure Downtime. For any partial calendar month during which Customer subscribes to Spark, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

1.7   "**Unavailable**" means not able to be accessed or used by Customer or not able to process API requests in production.

1.8   "**Unscheduled Downtime**" means the total amount of time during any calendar month, measured in minutes, during which the production environment of Spark is Unavailable starting from the point of notification to Coherent by the Customer, that is not Scheduled Downtime, Force Majeure Downtime or a result of: (i) non-compliance by Customer with any provision of the Agreement or this SLSA; (ii) incompatibility of Customer's equipment or software (including any Customer Application) with Spark; (iii) actions or inactions or failures of third parties, including Coherent's cloud hosting provider; (iv) Customer's use of Spark after Coherent has advised Customer to modify its use of Spark, if Customer did not modify its use as advised; (v) acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Spark by means of Customer's access credentials or equipment; (vi) performance of Customer's systems or the Internet; (vii) any systemic Internet failures; or (ix) network unavailability or Customer's bandwidth limitations; or (viii) an Add-on Application, including any error or defect thereof.

2.   System Performance

2.1   Spark Availability.   Coherent will undertake commercially reasonable measures to ensure that Spark Availability equals or exceeds ninety-nine point nine seven percent (99.97%) during each calendar month (the "**Service Standard**").

2.2   Access to Support; Response Times.   Customer may report Unscheduled Downtime at any time ("*24x7x365*") by accessing the Spark Customer Portal or sending Coherent an e-mail to sparksupport@coherent.global.   Coherent will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime within 1 hour of each such report.

3.   Remedy

3.1   Credits Against Fees.   In the event Unscheduled Downtime occurs, Customer will be entitled to credits against its immediately subsequent payment obligations (as set forth in the Agreement) ("**Service Credits**") according to the following table:

Service Availability	Credit as a Percentage of Billing
Less than [99.97%] and equal to or higher than [99.0%]	[5%] of the amounts paid by Customer attributable the applicable calendar month.
Less than [99.0%] and equal to or higher than [95.0%]	[10%] of the amounts paid by Customer attributable the applicable calendar month.
Less than [95.0%]	[20%] of the amounts paid by Customer attributable the applicable calendar month.

Customer's rights under this Section 3.1 are Customer's sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Coherent to meet the Service Standard required by Section 2.1.

3.2   Maximum Service Credits.   The maximum amount of Service Credits that Coherent will issue to Customer for Unscheduled Downtime for a single calendar month will not exceed [twenty percent (20%)] of the amounts paid by Customer attributable to the applicable calendar month.

3.3   Requesting Service Credits.   As a condition to Coherent's obligation to provide Service Credits to Customer, Customer must have submitted a support request during the applicable calendar month and requests such Service Credits by sending an e-mail identifying the date and time of the Unscheduled Downtime for which Customer is requesting Service Credits, with sufficient evidence (including description of the incident and duration of the incident) to sparksupport@coherent.global within [thirty (30) days] following such Unscheduled Downtime. If Customer fails to request any Service Credits to which Customer is entitled in accordance with this Section 4.3, Coherent will have no obligation to issue such Service Credits to Customer.

4.   Support Services. Coherent will provide support, in accordance with this Section, for the out-of-the-box features and functionality of Spark to the extent there is an active license for Spark under the Agreement ("**Spark Support Services**"). Notwithstanding anything to the contrary herein, in no event will Coherent's obligations to provide support for Spark under this Schedule include or extend to any Coherent Add-on Source Code, Third Party Service, or any Customer Application.

4.1   Severity Levels. Customer may initiate a support request for Spark at any time by accessing the Spark Customer Portal or sending Coherent an e-mail to sparksupport@coherent.global. The Severity Level for each support request for Spark shall be mutually agreed in accordance with the definitions specified below; provided that in the event that an agreement on the Severity level cannot be reached, the Severity Level determined by Coherent shall apply. All non-production issues will fall under either Medium or Low category.

Severity Level	Description
Critical	Problem encountered will cause a critical business function to be inoperable and no workaround is available. In such cases, the Software will not be available to Users for any kind of business operations.

High	Problem encountered will cause business functions to degrade substantially. Operations can continue in a restricted fashion, but business will need to operate in a substantially degraded state with heavy reliance on workarounds.
Medium	Problem encountered has low impact on business. A non-critical problem in the Software where Staff or Customers will be able to continue to run the application, or a workaround is available.
Low	Problem encountered has low impact to business or is cosmetic; with no Staff, Customer, regulatory impact.

4.2   Response. Coherent will use commercially reasonable efforts to provide an initial response to Customer's support requests based on the Severity Level assigned to the request as set out in the following chart.

Severity Level	Initial Response
Critical	Within 1 Business Hour
High	Within 2 Business Hours
Medium	Within 12 Business Hours
Low	Within 24 Business Hours

(a)   Initial Response. The initial response to a support request for Spark will consist of:

(i)   A request for more detailed information or clarification, which will enable Coherent to determine the appropriate course of action; or

(ii)   Notification of acknowledgement and the estimated time for providing the user with further information, resolution, or a workaround, as appropriate.

4.3   Emergency Support. To receive emergency assistance for Critical Severity Level issues, Customer shall access the Spark Customer Portal or send Coherent an e-mail to sparksupportteam@coherent.global and indicate that Customer is having a Critical Severity Level issue. Upon receipt of such communication, Coherent shall perform the following steps:

(a)   Coherent's representative will assess the Severity Level of the issue based on the error description.

(b)   in case the issue is categorized as Critical Severity Level issue, Coherent will use commercially reasonable efforts to provide Customer with regular updates, unless otherwise indicated in response, until the reported issue is resolved.

(c)   if an issue does not rise to the level of a Critical Severity Level issue, the appropriate Severity Level will be assigned, and the Customer is informed of this change.

5.   Customer Responsibilities

5.1   Items in Customer's Control. Notwithstanding Coherent's obligations under this SLSA, Customer is solely responsible for, and Coherent will have no obligations to provide Spark Support Services with respect to any issue resulting from Customer's failure in, maintaining and managing its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing and correctly configuring its systems, Customer Applications, and/or Third Party Services in accordance with any instructions provided by Coherent, as may be necessary for provision of access to the features and functions of Spark, unless otherwise expressly set forth in an Order or SOW.

Support Requirements. Notwithstanding anything to the contrary herein, in order to receive Spark Support Services hereunder, Customer must:

(a)   be responsible for doing initial analysis of the incidents, driving the incident triages, and coordinating with different departments within the customer organization and other vendors to resolve the issues;

(b)   open a ticket through the Coherent support channel providing all the necessary information to investigate the issue (including screenshots, replication steps and other relevant information);

(c)   provide all relevant information regarding the problem, circumstances leading to the problem, and results of any investigations made, including any attempts to reproduce the problem;

(d)   validate issues in the UAT environment of Spark before submitting a support request with respect to the production environment of Spark;

(e)   provide Coherent with timely access to the information, instructions and personnel that our support team may reasonably require to facilitate or prepare service output.

(f)   coordinate any penetration or performance test with Coherent, if they would like perform any such activities against Coherent Spark;

(g)   ensure that all key customer and third-party stakeholders and decision makers make themselves available to Coherent during resolution of a service-related incident or request.

Coherent will have no liability for any delay or failure in providing support resulting from Customer's failure to perform any of the foregoing.

Submitted Data Backup and Recovery

Backup & Recovery	
Disaster recovery time objective under	4 hours
Disaster recovery point objective	30 mins
Disaster recovery test run	Annually
Data backup	Yes
Application logs- UAT	180 Days
Application logs - PROD	365 Days

SCHEDULE 3
<u>SECURITY MEASURES</u>

Coherent agrees to implement and maintain the following security measures:

1. Organizational management and staff responsible for the development, implementation and maintenance of Coherent's information security program.

2. Audit and risk assessment procedures for the purposes of periodic review and assessment of risks to Coherent's organization, monitoring and maintaining compliance with Coherent's policies and procedures, and reporting the condition of its information security and compliance to internal senior management.

3. Data security controls which include at a minimum logical segregation of data, restricted (e.g., role-based) access and monitoring, and utilization of commercially available and industry standard encryption technologies for Customer Data.

4. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions.

5. Password controls designed to manage and control password strength, expiration and usage.

6. System audit or event logging and related monitoring procedures to proactively record user access and system activity.

7. Operational procedures and controls to provide for configuration, monitoring and maintenance of technology and information systems, including secure disposal of systems and media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from Coherent's possession.

8. Change management procedures and tracking mechanisms designed to test, approve, and monitor all material changes to Coherent's technology and information assets.

9. Incident management procedures designed to allow Coherent to investigate, respond to, mitigate, and notify of events related to Coherent's technology and information assets.

10. Vulnerability assessment and threat protection technologies and scheduled monitoring procedures designed to identify, assess, mitigate, and protect against identified security threats, viruses, and other malicious code.

11. Business resiliency/continuity and disaster recovery procedures designed to maintain service and/or recovery from foreseeable emergency situations or disaster.