/IOTCONNECT SUBSCRIPTION SERVICES AGREEMENT

This /IOTCONNECT Subscription Services Agreement (this "Agreement") dated the Effective Date between **Avnet, Inc.,** a New York corporation, having offices at 2211 S. 47th Street, Phoenix, AZ 85034 ("Supplier") and the party subscribing to the Services ("Customer").

(A) Supplier has developed the /IOTCONNECT platform that facilitates device communication and management, data storage, and application creation.

(B) Supplier makes the /IOTCONNECT platform and support services available to subscribers for the purpose of developing applications on the /IOTCONNECT platform; and

(C) Customer wishes to use the /IOTCONNECT platform and Supplier has agreed to provide access to the /IOTCONNECT platform and services subject to the terms and conditions of this Agreement.

AGREED TERMS AND CONDITIONS

1. DEFINITIONS

Affiliate: any person, partnership, joint venture, company, corporation or other form of enterprise, domestic or foreign, that directly or indirectly controls or owns, is controlled or owned by, or is under common control or ownership of Supplier.

API: an application programming interface, including any and all related code, data, documentation, or other materials, provided by Supplier as part of the Platform.

Application: any application developed by Customer using the Services that interacts with any aspect of the Platform.

Authorized Users: the employees, agents and independent contractors of Customer who are authorized by Customer to use the Services and the Documentation.

Confidential Information: all of a party's knowledge, documents, products, and information, in any form or medium, outside of the public domain or not generally known in the relevant trade or industry, and that has been disclosed to a party by the other, including but not limited to: (a) information disclosed to a party identified as "Confidential" or "Proprietary" at its disclosure or within ten (10) days after disclosure; (b) information that, by its nature, should be deemed confidential or proprietary; and (c) materials or information developed from disclosed information. In any event, a party's Confidential Information includes without limitation, its (a) business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, and other such information); (b) technical information (including functional and technical specifications, designs, training materials, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, and other such information); (c) trade secrets; (d) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts, and any information related thereto; (e) information relating to business plans, sales, marketing methods, customer lists, or requirements; (f) any disclosed Documentation; and (g) this Agreement. Supplier's Confidential Information includes details of the Services, Documentation, Resultant Data, and the results of any performance tests of the Services. Customer's Confidential Information includes Customer Content and details of Applications (other than any Integrated Services Elements).

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organizational measures: as defined in the applicable Data Protection Legislation.

Customer Account: Customer's account with Supplier in respect of the Services.

Customer Content: (a) all text, information, data, software, executable code, images, audio or video material, in whatever medium or form, inputted by Customer, Authorized Users or Supplier on Customer's behalf for the purpose of using, developing or maintaining any Application or using the Services or facilitating Customer's or any End User's use of the Services; and (b) all End User Content, but specifically excluding all Resultant Data and authentication information provided in relation to Customer Account.

Data Protection Legislation: any and all applicable data protection and privacy legislation anywhere in the world, relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and electronic communications, including, but not limited to, the General Data Protection Regulation (2016/679) (the "**GDPR**"), Regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC (Regulation on Privacy and Electronic Communications), the **California Privacy Rights Act of 2020**, the **UK GDPR**, the **UK Data Protection Act 2018**, the **CAN-SPAM Act**, and any other national and international consumer privacy laws, regulations, data protection laws, rules, regulations, self-regulatory guidelines, or implementing legislation applicable to the processing of Personal Data applicable to this agreement.

Documentation: the documents, including descriptions of and user instructions for the Services, located at https://docs.iotconnect.io.

Effective Date: the date Customer signs this Agreement.

End User: a person that Customer permits to access any Application.

End User Account: the account held and maintained with Customer by any End User as a prerequisite to accessing and using the relevant Application on the Platform.

End User Content: (a) all text, information, data, images, audio or video material, in whatever medium or form, inputted by any End User in relation to the use of any Application or the Services; and (b) all information related to any End User that is processed or stored by any Application, but specifically excluding all Resultant Data and authentication information provided in relation to any End User Account.

Excluded Fields of Use: (a) any medical device, whether or not regulated by any national or regional medical or healthcare regulatory body; (b) transportation, including, but not limited to, aviation, maritime or land, if used for navigation or control of a vehicle; (c) nuclear energy; (d) utilities; or (e) those fields of use in which the use of the Services or Platform or the suspension of them (wholly or in part), has the potential to cause or contribute to death or personal injury.

Healthcare Legislation: any laws, regulations or mandatory codes applied or enforced by any national or regional medical or healthcare regulatory body.

Initial Subscription Term: the period beginning on the Effective Date and ending twelve (12) months thereafter.

Integrated Services Elements: such elements of the Services and/or Platform as are integrated into an application and include, but are not limited to, applications created by Supplier and made available to Customer.

Intellectual Property Rights: means patents (including patent applications, reissues, divisions, continuations and extensions), utility models, copyrights, Marks, mask work rights, rights in computer software, database rights and any other form of intellectual property right protection afforded by law.

Marks: any trademarks, trade names, service marks, trade dress, logos, URLs, business names and domain names, whether registered or unregistered.

Personal Data: is any information relating to an identified or identifiable natural person (data subject). Identified or identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Plan: the pricing and features subscription plan selected by Customer that entitles Authorized Users to access and use the Services and the Documentation in accordance with this Agreement.

Platform: Supplier's /IOTCONNECT platform and infrastructure, API, cloud computing access and run time environment.

Pre-Production Customer: a Customer who has subscribed to the Services with less than 5000 devices.

Production Customer: a Customer who has subscribed to the Services with 5,000 or more devices.

Renewal Period: a successive period of twelve (12) months commencing on the day following expiration of the Initial Subscription Term.

Resultant Data: data and information related to Customer's use of the Services that is used by Supplier in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

Security Event: any (a) unauthorized third-party access to the Services; or (b) use of the Service by Customer or any End User that is in breach of the Terms of Use Policy.

Service Level Agreement: the service level agreement set out on Exhibit A to this Agreement. For Trial Customers and Pre-Production Customers, the only service included in the Service Level Agreement is access to Documentation.

Services: the subscription services provided by Supplier to Customer under this Agreement which may include (a) access to the Platform and/or the technical support pursuant to the Plan; (b) the hosting of any Applications on the Platform; (c) access to cloud hosting service; and/or (d) such other services as Supplier may decide, at its discretion, to integrate into the Platform from time to time.

Subscription Fees: the non-refundable subscription fees payable by Customer to Supplier under the Plan.

Subscription Term: the period of the Initial Subscription Term plus any Renewal Period.

Trial Customers: Customers who use the "free trial" version of Supplier's Services.

Trial Period: the period beginning on the Effective Date and ending thirty (30) days thereafter, or such later date as approved by Avnet.

USE OF THE SERVICES.

1.1 SUPPLIER AFFILIATES.

The terms and conditions of this Agreement shall apply to any Affiliate of Supplier which may now exist or hereafter be formed or acquired by Supplier. Supplier may trade under this Agreement through its Affiliates. An Affiliate may issue a quote to Customer pursuant to this Agreement. If Customer issues a purchase order to an Affiliate, the contract arising from such purchase order will be made between Customer and the relevant Affiliate and will be on the terms of this Agreement. Nothing in this Agreement will confer any obligation on any Affiliate except to the extent of any quote that it may issue.

1.2 SUPPLIER'S RIGHTS.

Supplier shall have the right to:

(a) where Supplier thinks it's appropriate, monitor, review, filter, refuse or remove any content, but Supplier has no responsibility for and is under no obligation to monitor, oversee or moderate any content or services on the Platform and Supplier does not pre-screen any content;

(b) update, correct, amend or remove any content contributed to the Platform (whoever contributed it) although Supplier does not undertake to do so or have any responsibility for doing so;

(c) take any action as Supplier deems appropriate in the event of a failure to comply with the Agreement or otherwise, including account withdrawal, content removal and legal action;

(d) block any user's access to the Services for any reason; and

(e) change the location of the server on which the Platform is hosted from time to time.

1.3 CUSTOMER RIGHTS.

Subject to the terms of this Agreement and Customer purchasing a Plan, Supplier hereby grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable right during the Subscription Term, to:

(a) permit the Authorized Users to use the API, Services and Documentation solely to develop, upload and run Applications on the Platform;

(b) integrate the Services into any Application, to provide the Services, solely as integrated into any Application, to End Users and to permit those Services to be used in association with Customer's Marks;

(c) permit End Users to run Applications on the Platform and to use the Services that have been integrated into those Applications;

(d) promote Applications incorporating the Services to prospective and actual End Users; and

(e) use the Platform as permitted herein.

1.4 AUTHORIZED USERS.

In relation to the Authorized Users, Customer agrees that:

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(a) it shall maintain a written, up-to-date list of current Authorized Users and provide such list to Supplier within five (5) business days of Supplier's written request at any time or times;

(b) only those individuals designated as Authorized Users shall have any right to access or use the Services and/or Documentation; and

(c) it shall disable any Authorized User's access to the Services and the Documentation promptly upon termination or suspension of such Authorized User's employment or services contract with Customer.

1.5 UNAUTHORIZED USE.

Customer shall not:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation in any form or media or by any means;

(b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;

(c) build a product or service which competes with the Services, Platform and/or the Documentation;

(d) use the Services or API in order to design or develop anything other than an Application for use with the Platform;

(e) use the Services and/or Documentation to provide services to third parties or to provide any services in the Excluded Fields of Use;

(f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users;

(g) upload content that is illegal, harmful, offensive, obscene or abusive in any way, inaccurate or misleading, confidential, a breach of third party's rights or unsolicited/unauthorized advertising or promotional material (spam); or

(h) process data under the Agreement that (i) requires any approval from a governmental agency, or (ii) is subject to regulatory compliance.

2. COMPETITIVE APPLICATIONS.

Customer acknowledges that Supplier or other developers may independently create applications, content and other products or services that are similar to or competitive with Customer's Application. Nothing in this Agreement shall prevent or restrict Supplier or other developers from creating and fully exploiting any applications, content, and other items they may develop, with no obligation to Customer.

3. SUPPLIER'S PROVISION OF SERVICES AND SUPPORT.

3.1 SERVICES.

Supplier shall, during the Subscription Term:

(a) provide Customer with the Services, use of the Platform and access to the Documentation; and

(b) enable End Users to connect via the internet to any Application that Customer has deployed on the Platform and to use in accordance with this Agreement such of the Services that have been integrated into the Application; and

(c) provide the Services to Customer in accordance with the Service Level Agreement.

3.2 DATA BACKUPS.

The Services are intended solely to provide Customer with access to and use of the Platform and are not intended for use as a data backup or storage site. Customer is solely responsible for ensuring that it maintains copies of any Customer Content and Application data. Except as otherwise expressly stated in this Agreement, Supplier is under no obligation to provide Customer with access to any data or other materials stored on the Platform.

3.3 SUPPORT.

(a) Except for Trial Customers and Pre-Production Customers, Supplier shall provide Customer with Supplier's standard customer support services during business hours as set forth on the Service Level Agreement. Customer may purchase enhanced support services separately at Supplier's then current rates. Customer is responsible for providing the End User with any support.

(b) Notwithstanding any other provision in this Agreement, Customer acknowledges and agrees that it is responsible for providing technical support and maintenance of all Applications.

3.4 UPDATES TO SERVICES. From time to time Supplier may:

(a) modify, limit or discontinue the Services; and

(b) make new features, functionality, applications, or tools available in respect of the Services, whose use may be subject to (i) Customer's acceptance of further terms and conditions and/or (ii) payment of additional fees.

4. DATA PROTECTION.

4.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Section 5 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under the Data Protection Legislation. In case of a transfer of EU personal data, the Parties shall execute either a Data Processing Agreement, and/or EU Standard Contractual Clauses pursuant to EU Commission Decision 2021/914/EU (the "**EU Standard Contractual Clauses**. If the parties execute EU Standard Contractual Clauses and the International data transfer addendum to the European Commission's standard contractual clauses for international data transfers (the "**UK Addendum**"), in the event of any conflict or inconsistency between the provisions of this Section 5 and the EU Standard Contractual Clauses, the EU Standard Contractual Clauses shall prevail.

4.2 The parties acknowledge that:

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(a) if Supplier processes any personal data on Customer's behalf when performing its obligations under this Agreement, Customer is the controller and Supplier is the processor for the purposes of the Data Protection Legislation. Details on the data processing are included in Exhibit B.

(b) Customer shall collect, process and transfer all personal data in connection with this Agreement in accordance with the applicable Data Protection Legislation. Moreover, Customer shall comply with the GDPR data protection principles and requirements and process personal data only for the purpose for which it was collected.

(c) the personal data may be transferred or stored outside the United States, European Economic Area and the United Kingdom or the country where Customer, the Authorized Users or the End-Users are located in order to carry out the Services and Supplier's other obligations under this Agreement. When Personal Data is collected in the European Union or the European Economic Area and transferred, Customer warrants that it shall execute a data processing agreement as required by the GDPR and ensure that the transfer complies with the Data Protection Legislation.

If and as far as the use of the Platform results in a transfer of personal data outside the European Economic Area and the United Kingdom, it has to be ensured that an adequate level of data protection is achieved by implementing safeguards as provided by article 44 and following of the GDPR.

If and as far as the use of the Platform results in a transfer of personal data outside the European Economic Area, Switzerland and the United Kingdom to a country that has not been designated as adequate by the relevant authorities in the European Economic Area, Switzerland or the United Kingdom, then the parties agree to ensure that an adequate level of data protection is achieved by implementing safeguards as provided by Chapter 4 GDPR. Where required, the EU Standard Contractual Clauses will be executed, where applicable with the UK Addendum.

4.3 Customer will ensure that it has all necessary appropriate consents or any other legal basis as required by applicable Data Protection Legislation, and notices in place to enable lawful transfer of the personal data to Supplier for the duration and purposes of this Agreement so that Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on Customer's behalf and, without limitation, Customer shall ensure that all End-Users have been informed of, and have given and maintained their consent to permit access, monitoring, use and disclosure of all End-User Content by Customer or Supplier in accordance with this Agreement.

4.4 Supplier shall in relation to any personal data processed in connection with the performance by Supplier of its obligations under this Agreement:

(a) process personal data only on the documented written instructions by Customer unless Supplier is required by applicable laws, including the Data Protection Legislation, to process personal data. Where Supplier is relying on applicable laws as the basis for processing personal data, Supplier shall promptly notify Customer of this before performing the processing required by the applicable laws unless such applicable laws prohibit Supplier from notifying Customer;

(b) ensure that it has in place the appropriate technical and organizational measures referenced in Exhibit C, reviewed by the Customer, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data,

appropriate to the harm that might result from the unauthorized or unlawful processing, accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it). The Customer confirms Supplier's technical and organizational measures are appropriate as required by applicable Data Protection Legislation. In connection with the Agreement, Supplier may at its discretion alter or modify its security in such a way that does not diminish the overall level of security provided to personal data;

(c) not transfer any personal data outside of the European Economic Area, Switzerland and the United Kingdom or any onward transfer outside the United States of America unless the following conditions are fulfilled:

> (i) Customer or Supplier has provided appropriate safeguards in relation to the transfer, including the relevant Standard Contractual Clauses and UK Addendum where necessary;
> (ii) the data subject has enforceable rights and effective legal remedies;
> (iii) Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
> (iv) Supplier complies with reasonable instructions provided to it in advance by Customer with respect to the processing of the personal data;

(d) assist Customer, at Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(e) notify Customer without undue delay on becoming aware of a personal data breach or on becoming aware of any unauthorized or unlawful processing of the Customer's personal data;

(f) at the written direction of Customer, delete or return personal data and copies thereof to Customer on termination of this Agreement unless required by applicable law to store the personal data; and

(g) maintain complete and accurate records and information to demonstrate its compliance with this Section 5 and immediately inform Customer if, in the opinion of Supplier, an instruction infringes the Data Protection Legislation.

4.5 Customer consents to Supplier appointing cloud hosting providers selected by Supplier in its sole discretion, as third-party processor of personal data under this Agreement. A list of current sub-processors that may be used by Supplier is specified in Exhibit D. Supplier may amend the list online and if Customer objects to any changes or new sub-processors within fifteen (15) days after becoming aware of the changes, Customer may terminate this Agreement in accordance with Section 15. Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business and in either case, which Supplier undertakes to reflect, and will continue to reflect, the requirements of the Data Protection Legislation, providing an equivalent level of data protection as the terms of this Agreement. Subject to

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Section 13, as between Customer and Supplier, Supplier shall remain liable for all acts or omissions of any third-party processor appointed by it pursuant to this Section 5.

4.6 Either party may, at any time on not less than thirty (30) days' notice, revise this Section 5 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

5. CUSTOMER'S WARRANTY.

5.1 WARRANTY.
Customer warrants (a) if entering into this Agreement for an organization, it has full authority to bind such organization; (b) it has all rights, including all Intellectual Property Rights, to develop the Applications and for the Applications to be used by End Users; and (c) the End User shall comply with the terms of this Agreement and the Terms of Use Policy.

6. SUPPLIER'S WARRANTY.

6.1 WARRANTY.
Supplier warrants (a) that the Services will be performed in a reasonable and workmanlike manner and (b) it has all necessary licenses, consents, and permissions to perform its obligations under this Agreement. Supplier's warranty shall not apply to the extent Customer fails to comply with Supplier's instructions or modifies or alters the Platform. If the Services do not conform with the foregoing warranty, Customer's sole and exclusive remedy shall be for Supplier, at its expense, to use all reasonable commercial endeavors to correct such non-conformance.

6.2 EXCLUSIONS AND DISCLAIMERS.

(A) NOTWITHSTANDING THE FOREGOING, SUPPLIER:

(I) DOES NOT WARRANT THAT (1) CUSTOMER'S OR END USER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (2) THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY CUSTOMER OR ANY END USER THROUGH THE SERVICES WILL MEET CUSTOMER'S OR ANY END USER'S REQUIREMENTS; (3) SUPPLIER WILL CORRECT ALL ERRORS; (4) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR APPLICATION, OR WITH ANY OTHER HARDWARE, PLATFORM, SYSTEMS OR DATA NOT PROVIDED BY SUPPLIER; OR (5) THE SERVICES OR PLATFORM COMPLY WITH ANY HEALTHCARE LEGISLATION.

(II) IS NOT RESPONSIBLE FOR ANY (1) DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES (INCLUDING THE INTERNET) AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES; (2) ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S

CONTENT, APPLICATIONS OR THIRD PARTY CONTENT; OR (3) USE OF THE PLATFORM, APPLICATION OR SERVICES IN THE EXCLUDED FIELDS OF USE;
AND

(III) DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

(B) THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND SUPPLIER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING FOR PLATFORM, HARDWARE, SYSTEMS, NETWORKS, ENVIRONMENTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. CUSTOMER'S OBLIGATIONS.

Customer shall:

(a) provide Supplier with all necessary cooperation and information as may be required by Supplier in order to provide the Services including, without limitation, Customer Content, security access information and configuration services;

(b) ensure that the Authorized Users and End Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and Customer agrees that it shall be responsible for breach of this Agreement by any Authorized User or End User;

(c) obtain and maintain all necessary licenses, consents, and permissions necessary for Customer and End User to use the Application;

(d) ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time;

(e) be solely responsible for (i) procuring, maintaining and securing its network connections and telecommunications links from its systems to Supplier's data centers, and (ii) all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's or any End User's network connections or telecommunications links or caused by the internet;

(f) not access the Services in a manner intended to avoid incurring fees;

(g) not unreasonably reserve names for Applications, by creating multiple Applications or deployments of the same Application or otherwise;

(h) use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Supplier; and

(i) be solely responsible for securing and backing up all Applications and Customer Content.

8. CHARGES AND PAYMENT.

Trial Customers Only: This Section 9 shall not apply to Trial Customers until the expiration of the Trial Period and the automatic conversion of their subscription to a paying Plan.

8.1 Customer shall pay the Subscription Fees to Supplier.

8.2 Customer shall, prior to the Effective Date, create a Customer Account and provide, among other information, complete purchase order information and/or credit card details and contact and billing details.

If Customer elects to pay via credit card, Customer hereby authorizes Supplier to bill such credit card: (i) on the Effective Date (or for Trial Customers, on the expiration date of the Trial Period) for the Subscription Fees payable in respect of the Initial Subscription Term; (ii) subject to Section 14.1, at least thirty (30) days before each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period; and (iii) periodically for any overage charges based on Customer's Plan.

If Customer elects to pay via purchase order, Supplier shall invoice Customer: (i) on the Effective Date (or for Trial Customers, on the expiration date of the Trial Period) for the Subscription Fees payable in respect of the Initial Subscription Term; (ii) subject to Section 14.1, at least thirty (30) days before each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period; and (iii) periodically for any overage charges based on Customer's Plan. Customer shall pay each invoice within thirty (30) days after the date of such invoice.

8.3 If Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of Supplier, Supplier may:

(a) without liability to Customer, disable Customer Account and all End User Accounts to all or part of the Services and Supplier shall have no obligation to provide any or all of the Services while such invoice(s) remain unpaid; and

(b) accrue interest on a daily basis on such unpaid amounts at an annual rate equal to eight percent (8%) commencing on the due date and continuing until fully paid, whether before or after judgment.

8.4 All amounts and fees stated or referred to in this Agreement are payable in Euro, non-cancellable and non-refundable and exclusive of sales tax, which shall be added to Supplier's invoice(s) at the appropriate rate.

8.5 If at any time while using the Services Customer exceeds the amount of cloud storage space, messages or Platform consumption specified in the Plan, Supplier shall charge Customer, and Customer shall pay, Supplier's then current excess data storage fees.

8.6 Supplier shall be entitled to increase the fees at the start of each Renewal Period upon thirty (30) days' prior notice to Customer.

9. INTELLECTUAL PROPERTY.

9.1 SUPPLIER'S INTELLECTUAL PROPERTY RIGHTS.

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(a) Customer acknowledges and agrees that Supplier and/or its licensors own all rights, including without limitation, Intellectual Property Rights in the Services (whether integrated into an Application or not), the Integrated Services Elements, Resultant Data, the Documentation, the Platform and Supplier's Marks. Except as expressly stated in this Agreement, Customer does not have any rights to, or in, any Intellectual Property Rights or any other rights or licenses in respect of the Services, Integrated Services Elements, Resultant Data, the Documentation, the Platform or Supplier's Marks. The Platform is licensed, not sold, and Supplier reserves all rights not expressly granted to Customer in this Agreement.

(b) Supplier confirms that it has all rights in relation to the Services, the Documentation, the Platform and Supplier's Marks that are necessary to grant all the rights hereunder.

(c) This Agreement does not grant Customer any rights to use Supplier's Marks. Customer shall not display Supplier's Marks in relation to the Services or the Application without obtaining Supplier's prior written consent.

(d) All uses of a party's Marks, including all goodwill arising, shall accrue solely to the benefit of the party owning the intellectual property rights in those Marks.

9.2 CUSTOMER'S INTELLECTUAL PROPERTY RIGHTS.

(a) Customer shall own all Intellectual Property Rights in and to all of Customer Content and any Application (other than any Integrated Services Elements) and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Content and any Application.

(b) Customer shall engage all Authorized Users on terms that include an assignment of all Intellectual Property Rights in and to the relevant Application to Customer and shall ensure that such terms are adhered to.

(c) Customer hereby grants to Supplier a non-exclusive, non-transferable right during the Subscription Term to carry out any acts that would otherwise be restricted by any of Customer's Intellectual Property Rights in Customer Content and Applications for the purpose of enabling Supplier to provide the Services to Customer in accordance with this Agreement.

(d) Customer acknowledges and agrees that:

(i) Supplier may use Customer's name and logo (and the name or logo of Customer's parent company and affiliates), solution reference and/or testimonial (the "Content") directly or indirectly in advertisement, marketing, promotions, uses cases, whitepapers, news release or release to any professional or trade publication, provided that Supplier provides Customer prior written notice of such use. Customer grants Supplier a perpetual and fully paid license to distribute and display the Content; and

(ii) Customer may use Supplier's Content directly or indirectly in advertisement, marketing, promotions, uses cases, whitepapers, news release or release to any professional or trade publication, provided that Customer obtains Supplier's written consent prior to such use.

10. CONFIDENTIALITY.

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10.1 Each party shall maintain strict confidentiality and shall not, without the disclosing party's prior written consent, disclose to any third party the disclosing party's Confidential Information. The receiving party shall use the Confidential Information of the disclosing party only for the purpose of performing this Agreement. Confidential Information that is disclosed orally or visually shall be confirmed to the receiving party as confidential or proprietary in writing within ten (10) days after such disclosure.

10.2 Confidential Information shall not include information that:

(a) was known or used by the receiving party prior to the date of such disclosure as evidenced by the receiving party's written records;

(b) is in the public domain by reason other than a breach of this Agreement;

(c) has legally come into the receiving party's possession through channels independent of the disclosing party; or

(d) is required by law or legal process to be disclosed.

11. INDEMNITY.

11.1 Customer will indemnify, defend and hold Supplier, its affiliates, successors and assigns harmless of and from any and all liabilities, losses and damages (including costs, expenses and attorneys' fees, and the costs of establishing rights to indemnification) based on any claims, demands, suits, proceedings and actions ("Claim") in connection with: (a) any breach of this Agreement by Customer; (b) Customer's non-compliance with requirements hereunder or applicable laws, regulations, directives, or ordinances; (c) Customer's alleged infringement of any Intellectual Property Right of a third party; (d) Customer Content, Customer's Marks or any Application; (e) Customer's or any End User's use of the Platform, Services, Documentation and/or Application; (f) any willful misconduct or negligent act or omission of Customer, its employee or agent.

11.2 The obligations of Customer under this Section are conditional on: (a) Customer being given prompt notice of any relevant claim; (b) Supplier providing reasonable co-operation to Customer in the defense and settlement of such claim, at Customer's expense; and (c) Customer being given sole authority to defend or settle such claim.

12. LIMITATION OF LIABILITY.

12.1 Customer assumes sole responsibility for the use of the Services, Documentation and Application by Customer or any End User. Supplier is not responsible or liable for the deletion of or failure to store any of the Applications, Customer Content, and other communications maintained or transmitted through use of the Services.

12.2 To the extent permitted by law, neither Supplier nor any of Supplier's successors or assigns shall be liable for, and Customer is not entitled to, any indirect, special, incidental, consequential, punitive or exemplary damages of any nature including, without limitation,

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removal, reinstallation costs, reprocurement costs, costs of cover, loss of use, loss of profit or revenue, business interruption, loss of data, overhead, injury to reputation or loss of customers even if Supplier has been advised of the possibility of such damages. To the extent permitted by applicable law, Customer's total recovery from Supplier for any direct damages will not exceed the total Subscription Fees paid by Customer during the twelve (12) months immediately preceding the date on which the claim arose. Supplier will not be liable for any loss or damage arising out of significant changes to, or errors, omissions or inaccuracies in the information provided by Customer.

13. TERM AND TERMINATION.

Trial Customers Only: This Section 14 shall not apply to Trial Customers until the expiration of the Trial Period and the automatic conversion of their subscription to a paying Plan. Trial Customers may terminate this Agreement by providing Supplier with written notice of termination prior to the expiration of the Trial Period.

13.1 This Agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed after each Renewal Period, unless (a) either party provides the other party written notice of termination at least thirty (30) days prior to the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiration of the applicable Initial Subscription Term or Renewal Period; or (b) otherwise terminated in accordance with the provisions of this Agreement.

13.2 Either party may terminate this Agreement immediately for cause by giving written notice to the other party if the other party:
(a) becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws;
(b) ceases to function as a going concern or to conduct its operations in the normal course of business;
(c) assigns or transfers, either voluntarily or by operation of law, any rights or obligations under this Agreement without consent of the party seeking to terminate; or
(d) fails to perform any obligation under this Agreement within thirty (30) days after written notice of the failure to perform.

13.3 Supplier may terminate this Agreement for convenience at any time by providing Customer sixty (60) days' notice. In the event of a termination under this Section 14.3, Supplier shall refund Customer a prorated portion of the Subscription Fees for the remaining Initial Subscription Term or Renewal Period, as applicable.

13.4 On termination of this Agreement for any reason:
(a) all licenses granted under this Agreement shall immediately terminate;
(b) each party shall return and make no further use of any equipment, property, documentation and other items belonging to the other party;
(c) Supplier may destroy or otherwise dispose of any of Customer Content and Applications in its possession unless it receives, no later than ten (10) days after the effective date of the termination of this Agreement, Customer's written request for a copy of the most recent back-up of Customer Content and Applications. Supplier shall use reasonable commercial

endeavors to deliver the back-up to Customer within thirty (30) days of its receipt of such request, provided that Customer has, at that time, paid all fees and charges outstanding (whether or not due at the date of termination). Customer shall pay all reasonable expenses incurred by Supplier in returning or disposing of Customer Content and Applications;

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination shall not be affected or prejudiced; and

(e) any outstanding balance becomes immediately due and payable.

14. INDIRECT PURCHASES.

14.1 If Customer is purchasing the Services through a third party marketplace or an Avnet approved reseller (each an "Intermediary"), the following terms shall apply solely for the purposes of such indirect purchase: (a) all references to a purchase or Plan in the Agreement shall refer to the purchase between the Customer and the Intermediary; (b) in addition to the rights provided in Section 5 (Data), Avnet is permitted to share Resultant Data and other information regarding Customer with the Intermediary; (c) Section 9 (Charges and Payment) will be without effect and the terms between the Intermediary and Customer covering such subject matter will apply instead; (d) per the terms of the agreement between Avnet and the Intermediary, Avnet has a right to terminate its order(s) with the Intermediary, in the event of failure by Intermediary to make payments to Avnet; (e) Section 14 (Termination) will be without effect as any termination of a Plan purchase and all terms in this Agreement with respect to refund or payment obligations, if any, will be between the Intermediary and Customer; notwithstanding the foregoing, both Parties agree to take the required steps through the Intermediary processes in order to achieve the intended results of the terms in Section 14 and any other refund or payment obligations.

15. GENERAL.

15.1 GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL.

This Agreement and all orders issued hereunder shall be governed, construed, and enforced in accordance with the laws of the country where the Avnet entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Arizona will apply without reference to Arizona's conflict of laws principles. THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

15.2 ATTORNEYS' FEES.

Notwithstanding any applicable law, regulation, or rule, in any action, claim, suit or proceeding under or in relation to this Agreement, excluding Customer's indemnification and defense obligations, each party shall bear all fees, costs and expenses, including those of attorneys and accountants, as it may incur. Each party hereby waives its rights under the provisions of any applicable law, regulation, or rule, providing for the recovery of any such fees, costs and expenses by any party from another party in any such action, claim, suit or proceeding.

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15.3 AUDIT.

(a) Customer shall permit Supplier or Supplier's designated auditor to audit Customer's data processing facilities, Applications, Customer Content, books and records to ensure compliance with this Agreement; and

(b) if any of the audits reveal that Customer has underpaid Subscription Fees to Supplier, then without prejudice to Supplier's other rights, Customer shall pay to Supplier an amount equal to such underpayment as calculated in accordance with the Subscription Fees within ten (10) business days of the date of the relevant audit.

15.4 FEEDBACK.

Any feedback, suggestions and ideas ("Feedback") that Customer provides to Supplier regarding the Platform, Services or content related thereto may be treated by Supplier as non-confidential and Supplier may, in its sole discretion, use the Feedback in any way, including in future modifications of the Platform, Services or content related thereto. Customer hereby grants Supplier a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to make, use, sell, offer for sale, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner and for any purpose.

15.5 NOTICES.

All notices given by either party to the other under this Agreement shall be in English; addressed to the other party using the contact details provided during the registration process; and either: (i) delivered in person; or (ii) sent by certified mail. All notices shall be effective upon receipt.

A notice shall be deemed received by a party: (a) when it is delivered to the recipient at the recipient's street address above, if delivered in person; or (b) upon receipt at the recipient's street address above, if sent by certified mail. Notwithstanding the foregoing, if a notice is delivered or received on a day which is not a business day in the country of the recipient's location, the notice shall be deemed to be received on the next business day.

15.6 FORCE MAJEURE.

Except for the obligation to make payment hereunder (to the extent that any payment has accrued and is outstanding), if the performance of this Agreement by either party, or of any obligation under this Agreement, is prevented restricted or interfered with by reason of war, revolution, civil commotion, act of public enemies, blockage, embargo, fire, flood, typhoon, earthquake, or other natural disaster, law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or judicial authority then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder with reasonable dispatch upon removal of such causes.

15.7 NON-ASSIGNABILITY.

Neither party may assign, transfer, or delegate this Agreement or all or part of its rights or obligations under this Agreement (including, but not limited to, assignments in connection with merger, reorganization, or sale of substantially all its shares or assets) without the other party's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.

15.8 EXCLUSIVITY.

This Agreement shall not prevent Supplier from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

15.9 NO WAIVER.

Neither party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party. A waiver of a right or remedy on one occasion will not be construed as a waiver on any other occasion.

15.10 SEVERABILITY OF PROVISIONS.

If the whole or any part of a provision of this Agreement is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, such provision will be more narrowly and equitably construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect.

15.11 ENTIRE AGREEMENT; MODIFICATIONS.

This Agreement is the sole and complete understanding of the parties regarding the subject matter hereof, superseding all prior or contemporaneous agreements and understandings, whether written or oral. Supplier may modify this Agreement (including any policies) at any time by posting a revised version on the, or otherwise notifying Customer. The modified terms will become effective upon posting or, if Supplier provides notification by email, as stated in the email message. By continuing to use the Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by such modified terms.

15.12 HEADINGS.

The headings of the provisions in this Agreement are for convenience only and shall have no influence on the interpretation of the provisions.

15.13 COMPLIANCE WITH LAWS.

The parties shall observe and comply with all applicable laws, rules, and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anti-corruption laws and import or export regulations. Customer shall be solely responsible for ensuring that its use of the Platform and Services and the End User's use of the Applications is compliant with applicable laws.

15.14 EXPORT/IMPORT.

The Platform, software and related technology sold by Avnet may be subject to export control regulations of the United States, the European Union, and/or other countries, excluding boycott laws ("Export Laws"). Customer shall comply with such Export Laws and obtain any license or permit required to transfer, export, re-export or import the Platform, software and related technology. Customer shall not export or re-export the Platform, software and related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States, European Union, or other countries. Customer shall not use the Platform, software and/or related technology in relation to chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch

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vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

15.15 INTERPRETATION.

Each party acknowledges and agrees that this Agreement resulted from an "arm's length" negotiation and will not be construed in favor of or against a party by reason of the identity of the drafter or the extent to which a party or its advisors participated in its preparation. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement.

15.16 INDEPENDENT CONTRACTORS.

At all times relevant to this Agreement, the parties shall be independent contractors and this Agreement shall not create any agency, partnership, joint venture, or other form of business relationship between the parties.

15.17 NON-SOLICITATION.

Each party acknowledges and agrees that the employees of the other party are valuable assets in whom the other party has a substantial investment. Therefore, neither party shall directly or indirectly solicit the employees of the other party for employment or hiring in any capacity during the term of this Agreement and for a period of two (2) years thereafter. This restriction shall not include such solicitations for employment as either party may make to the general public.

15.18 SURVIVAL.

Each party's obligations under this Agreement which by their nature extend beyond termination including, without limitation, warranty, indemnification, and financial obligations, shall survive termination and remain in effect.

BY SUBSCRIBING TO THE SERVICES, CUSTOMER (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, THAT CUSTOMER HAS THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT IT IS LEGALLY BOUND BY ITS TERMS.

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Exhibit A – Service Level Agreement

Support for Trial Customers and Pre-Production Customers: Support for these Customers is limited to receipt of documentation only. Although these Customers are eligible to submit support tickets, they are not guaranteed the support services detailed below and will only receive assistance where there is customer service availability.

Support for Production Customers:

The following detailed service parameters are the responsibility of Supplier in the ongoing support of Production Customers under this Agreement:

1. Service Scope. The following services are covered under this Agreement:

 • Monitored email support through project management tools like Basecamp and JIRA Ticketing System.

 • Remote assistance using Remote Desktop and a Virtual Private Network where available.

 • GoToMeeting and Web Conferencing

2. Service Provider Requirements. Supplier's responsibilities and/or requirements in connection with support services provided under this Agreement include:

 • Meeting response times associated with service-related incidents as set forth in this Agreement.

 • Training required staff on appropriate service support tools.

 • Maintaining current and valid licenses for any software tools used in the provisions of support services to Customer under this Agreement.

 • Logging all resource hours associated with services provided for review by Customer.

 • Appropriate notification to Customer for all scheduled maintenance and any downtime associated with scheduled maintenance; scheduled maintenance to be conducted outside of Customer's normal business hours to the extent possible.

 • Facilitation of all service support activities involving incident, problem, change, and release and configuration management.

3. Service Availability. Coverage parameters specific to the support services covered in this Service Level Agreement are as follows:

 • Telephone support: 8:00 am to 5:00 pm CET Monday – Friday

 • Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call; however, there will be a backup answer phone service

 • Email support: Monitored 8:00 am to 5:00 pm CET Monday – Friday

 • Emails received outside of office hours* will be collected and action will be taken once the offshore team leader checks in at 11:30 pm CET.

*Outside Business Hours are 11:30 pm CET – 10:30 am CET.

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Exhibit B - Information relating to Data Processing Operations and Activities

1. DATA SUBJECTS

The Personal Data processed by Supplier may include the following categories of data subjects:

(i) Authorized User, End-User, Customer, Trial Customer

(ii) Employees, consultants, representatives of Authorized User, End-User, Customer, Trial Customer

(iii) Customers, suppliers, service providers, representatives, consultants of Authorized User, End-User, Customer, Trial Customer

2. CATEGORIES OF DATA

The personal data processed may include the following categories of personal data:

(i) names and contact information such as address, email address, IP address.

(ii) financial and payment data such as bank account numbers and transaction information.

(iii) Name and address of customer's company

(iv) Name of the customer's employee

(v) Profile Photo (optional) of customer's employee

(vi) Timezone of customer's employee

The Supplier is a software developer which provides technical services pursuant to the Statements of Work executed between the Parties. For this reason, the Personal Data processed potentially includes but is not limited to contact information of the data subjects, including phone numbers and email addresses, names of the data subjects, and IP addresses of the data subjects.

3. PROCESSING OPERATIONS

Processor processes the Company Data in order to provide the Services as described in the Agreement. The processing is carried out in its entirety on behalf of, and in accordance with the instructions of Customer.

4. DURATION OF PROCESSING OPERATIONS

The processing operations will be carried out by Supplier from the effective date until the end of the provision of services by Supplier related to the processing.

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Exhibit C – Supplier Technical and Organizational Measures

In determining the appropriateness of security measures adopted pursuant to section 3.2. of the Agreement, Supplier will take account of the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the varying likelihood and severity for the rights and freedoms of natural persons in the event of a security incident.

Supplier will implement the following security measures:

The technical and organizational security measures are based on NIST CSF framework along with other industry defined frameworks and practices. Our environment and controls are audited on a regular cycle using internal audit department and contract external auditing firm.

1. Access control to premises and facilities

to prevent unauthorized persons from gaining access to data processing systems for processing or using Personal Data.

AVNET provides and maintains appropriate technical and organizational measures to prevent unauthorized access, damage and interference to business premises and information; to prevent loss, damage or compromise of assets and interruption to business activities; and to prevent compromise or theft of information and information processing facilities.

This system permits only authorized personnel to have access to secure areas. Each data center facility is secured by a combination of either 24-hour security guards, biometrics, electronic badge readers, and/or escort-controlled access.

2. Access control to systems

to prevent data processing systems from being used without authorization.

- AVNET implements and maintains several levels of control when managing access to systems and information.

    o Unique User identifiers (User IDs) are implemented to ensure that activities can be attributed to the responsible individual.

    o User passwords are governed under the User Access Management security standard.

    o External access into the network requires two factor authentication when establishing a VPN tunnel.

    o Access to mobile devices may have biometric access control (fingerprint reader, facial recognition).

3. Access control to data

to ensure that persons authorized to use a data processing system have access only to those data they are authorized to access, and that Personal Data cannot be read, copied, altered, or removed without authorization during use and after recording.

AVNET implements and maintains granular role-based user permission profiles, where applicable, to limit data accessible to users on a strict need to know basis. In addition, access

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to data can also be controlled through file permissions based on level of responsibility, department and need to know principles.

Where possible Single Sign-On services are used when accessing SaaS applications outside the company that is interfaced to Active Directory. The transmission of credentials is always via an SSL encrypted session.

4. Disclosure control

to ensure that Personal Data cannot be read, copied, altered, or removed without authorization during electronic transfer or transfer, or transport or while being stored onto media, and that it is possible to ascertain and check to which entities and systems Personal Data are transferred.

AVNET IT uses and deploys industry accepted disk level encryption to protect all data on portable laptop systems and enforces USB encryption from all systems when transporting information to a USB drive. This encryption is controlled through standard processing interfacing with Active Directory.

5. Input control

to ensure that it is possible to check and ascertain whether and by whom Personal Data has been entered into, altered, or removed from data processing systems.

AVNET provides and maintains appropriate access log entries for at least 30 days and in some cases up to twelve (12) months for incident response purposes. If there is a suspicion of inappropriate access, we can provide records to assist in forensic analysis, once approved through standard governance process.

6. Job control

to ensure that personal data processed on behalf of others are processed strictly in compliance with the Data Controller's instructions.

AVNET maintains measures to ensure personal data is processed according to defined principles to ensure we meet all legal and regulatory responsibilities. Much of this type of data is processed, managed and handled by the Human Resources department with strict access controls. Other systems that process or store personal data is managed through defined roles and responsibilities.

7. Availability control

to ensure that Personal Data are protected against accidental destruction or loss.

AVNET leverages a combination of managing their data centers, as well as contracting with select service providers to manage datacenter services where many of the applications, servers and data reside. Backup and recovery services include disaster recovery measures. Secondary disaster recovery sites and services are in place in case a cutover is required. They also provide antivirus service across the infrastructure landscape along with perimeter protection that includes Firewall and Intrusion Prevention and Detection Services (IPS/IDS) to protect against denial of service attacks.

8. Segregation control

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to ensure that data collected for different purposes and different customers of supplier maintains appropriate segregation.

AVNET maintains a governance process to review services being introduced to the organization meet our security controls and practices and assess any residual risks. A part of this governance process is to ensure our data and environment is appropriately segregated from any other shared services. Data is segregated based on defined roles and responsibilities and the need to know principles.

9. Assessment and Testing

AVNET maintains policies and procedures that ensure data processing systems, applications and

Activities are assessed and tested before becoming productive/operational.

These include:

- **Annual Risk Assessment**

Identify, estimate, and prioritize risk to organizational operations (i.e., mission, functions, image, and reputation), organizational assets, individuals, other organizations, resulting from the operation and use of information systems.

- **Vulnerability Assessment**

Defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and network infrastructures

- **Threat Assessment**

Assess threat actors and their respective capabilities to ascertain potential exposures based on current control capabilities.

- **Penetration Test**

Testing of a system(s), network or web application to find security vulnerabilities that an attacker could exploit.

- **Firewall Rule Assessment**

Formal due diligence review of firewall rules to identify aging or inappropriate access controls

- **Application Vulnerability Security Assessment**

Conduct security assessment based on application level exploits

- **External Penetration Security Assessment**

Conduct security assessment based on system and application level exploits externally.

- **SIEM testing for rule tuning**

Review and/or test of implemented and/or available rules

- **Social Engineering Assessment**

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Conduct Social Engineering test and assessment (i.e. Phishing, Vishing, DDOS, USB, physical, multi-threat, etc)

- **Network Security Assessment**

Conduct security assessment based on Network level exploits

- **Wireless Security Assessment**

Conduct security assessment based on wireless network level exploits

- **Facility Physical Vulnerability**

Physical security assessment including IT Systems

- **Insider threat**

Insider threat and/or privilege security assessment

- **Proprietary information and personal Data-Risk**

Data Protection assessment

- **Compliance Assessment**

Compliance security assessment (PCI, SOX, GDPR, HIPPA, CSIRT, etc)

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Exhibit D – List of Sub-Processors

1. Amazon AWS Cloud for Hosting Entire Platform and Storing Data (https://aws.amazon.com)
2. Microsoft Azure Cloud for Hosting Entire Platform and Storing Data (https://azure.microsoft.com/en-us)
3. Auth0 for Identity Management (https://auth0.com)

4. Docusign for Document Digital Signature (https://www.docusign.com/products/electronic-signature)

5. Softweb Solutions Inc., 2211 South 47th Street, Phoenix AZ 85034 United States

6. Priya Softweb Solutions Pvt. Ltd., Block No. 5 & 6, Garden View, Corporate House, Opp. Auda Garden, Bodakdev, Ahmedabad, Gujarat 380054 India

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