



## ATACCAMA MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Ataccama Software License and Services Agreement (“**Agreement**”) is entered into by Ataccama and the Customer (as both defined in the Ataccama Product Schedule below).

### WHEREAS

- (I) Ataccama is a software company in a business of developing and selling software and platform as a service solutions. Ataccama also provides certain professional services complementing its software and service solutions;
- (II) Customer desires to obtain access to some or all services provided by Ataccama or to obtain a license to use the Licensed Software, subject to the terms and conditions of this Agreement;
- (III) The Parties therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, agree as follows.

This Agreement consists of:

- (i) Product Schedule;
- (ii) General Commercial Terms;
- (iii) Ataccama Cloud Services Terms and Conditions;
- (iv) SOW(s), if executed;
- (v) Annexes;

and stipulates terms and conditions that govern provision of Ataccama Solutions, and, if applicable, Professional Services, hereunder to Customer.

## ATACCAMA PRODUCT SCHEDULE

Identification of the Parties	
Ataccama identification:	<b>insert company name</b> established and existing under the laws of: <b>insert</b> with its registered office at: <b>insert</b> business ID number: <b>insert if applicable or remove</b> ("Ataccama")
Ataccama representative:	Ataccama signing person: <b>insert name and function</b>
Ataccama primary contact:	Ataccama contact person: <b>insert name and contact details</b>
Ataccama contact for invoicing:	For North America: <a href="mailto:nafinance@ataccama.com">nafinance@ataccama.com</a> Other jurisdictions: <a href="mailto:Finance@ataccama.com">Finance@ataccama.com</a>
<b>Customer identification:</b>	<b>insert company name</b> <b>established and existing under the laws of: insert</b> <b>with its registered office at: insert</b>

	business ID number: insert if applicable or remove ("Customer")
Customer representative:	Customer signing person: insert name and function
Customer primary contact:	Customer contact person: insert name and contact details
Customer contact for invoicing:	Insert name and contact details
Customer Billing Address (if different from Customer Identification):	Insert address details
Sales Tax Exemption Certificate (if applicable): <i>If yes is selected, please send the Exemption Certificate to Ataccama Finance at <a href="mailto:finance@ataccama.com">finance@ataccama.com</a> or <a href="mailto:nafinance@ataccama.com">nafinance@ataccama.com</a> for North America.</i>	Yes/No

Ataccama Cloud Services	
Ataccama Software:	Suite: [Ataccama Data Quality and Catalog Suite (DQG)/ Ataccama Master Data Management Suite (MDM)] Tier: [Essential/Professional/Enterprise/Dedicated]
Provided environments & sizing parameters [all environments will be provided with the same tier selected by customers]:	Number of environments: [Number of environments] Production environment <ul style="list-style-type: none"> <li>Number of Data Processing Engines: [No. of DPEs (max 2 for Essential)]</li> <li>Sizing of Data Processing Engines: [S/M/L/XL]</li> <li>Snowflake Engine Sizing: [S/M/L/XL]</li> <li>Spark Engine Sizing: [S/M/L/XL]</li> <li>Ataccama environment sizing: [S for Essential tier] [S/M/L - for Professional tier] [M/L/XL – for Enterprise tier] [XL - for Dedicated tier]</li> <li>Back-up retency: [retency - 10 days is default]</li> </ul> 2 <sup>nd</sup> environment: <ul style="list-style-type: none"> <li>Number of Data Processing Engines: [No. of DPEs (max 2 for Essential)]</li> <li>Sizing of Data Processing Engines: [S/M/L/XL]</li> <li>Snowflake Engine Sizing: [S/M/L/XL]</li> <li>Spark Engine Sizing: [S/M/L/XL]</li> <li>Ataccama env. sizing: [S for Essential tier] [S/M/L - for Professional tier] [M/L/XL – for Enterprise tier] [XL - for Dedicated tier]</li> </ul>

	<p>Back-up retency: [retency - 10 days is default]</p> <ul style="list-style-type: none"> <li>Number of Data Processing Engines: [No. of DPEs (max 2 for Essential)]</li> <li>Sizing of Data Processing Engines: [S/M/L/XL]</li> <li>Snowflake Engine Sizing: [S/M/L/XL]</li> <li>Spark Engine Sizing: [S/M/L/XL]</li> <li>Ataccama env. sizing: [S for Essential tier] [S/M/L - for Professional tier] [M/L/XL – for Enterprise tier] [XL - for Dedicated tier]</li> <li>Back-up retency: [retency - 10 days is default]</li> </ul> <p>N<sup>th</sup> environment sizing:</p> <ul style="list-style-type: none"> <li>Number of Data Processing Engines: [No. of DPEs (max 2 for “Essential”)]</li> <li>Sizing of Data Processing Engines: [S/M/L/XL]</li> <li>Snowflake Engine Sizing: [S/M/L/XL]</li> <li>Spark Engine Sizing: [S/M/L/XL]</li> <li>Ataccama env. sizing: [S for Essential tier] [S/M/L - for Professional tier] [M/L/XL – for Enterprise tier] [XL - for Dedicated tier]</li> <li>Back-up retency: [retency - 10 days is default]</li> </ul>
Ataccama Cloud Services hosting provider and location:	<p>Deployed at: [insert, e.g. AWS Australia, Azure North America]</p> <ul style="list-style-type: none"> <li>Other: [insert]</li> </ul>
Ataccama Cloud Services Subscription Start Date:	[insert]
Ataccama Cloud Services Subscription Term:	<p>Initial Term: [insert, e.g. 3 years] commencing on the Subscription Start Date for the Platform Services</p> <p>Renewal Term: [insert]</p>
Ataccama Cloud Services Support Services level:	<p>Please select one:</p> <p>[Best Effort for Essential tier]</p> <p>[Standard/Gold - for Professional tier]</p> <p>[Gold/Platinum – for Enterprise tier]</p> <p>[Platinum - for Dedicated tier]</p>
Annual Subscription Fee for the Ataccama Cloud Services:	[insert]

Governing Law and the Agreement	
Governing law:	[insert]
Arbitration venue:	[choose one – LCIA / American Arbitration Association / VIAC / SIAC]
Additional terms:	[insert, e.g. maturity of the invoice, invoicing]
Effective Date:	Same as Subscription Start Date [or insert if it differs]

Executed as an agreement on \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_:

On \_\_\_\_\_

On \_\_\_\_\_

On behalf of Ataccama:

On behalf of Customer:

\_\_\_\_\_  
[Name]  
[Function]

\_\_\_\_\_  
[Name]  
[Function]

## **GENERAL COMMERCIAL TERMS**

### **1 AGREEMENT**

- 1.1 Precedence. In case of discrepancies between the General Commercial Terms, Product Schedule, Ataccama Cloud Services Terms and Conditions, Self-Managed License Agreement, SOW, and any Annex, the rule of precedence in following order shall apply: (i) a relevant part of the Product Schedule, or SOW in relation to Professional Services, if applicable, (ii) Ataccama Cloud Services Terms and Conditions and/or Self-Managed License Agreement, as applicable, (iii) relevant Annexes, including NDA, and (iv) the General Commercial Terms.
- 1.2 Interpretation. Wherever the singular is used in this Agreement the same will be construed as meaning the plural if the context requires, unless specifically stated otherwise. All headings used in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision.

### **2 SUBJECT MATTER, PRODUCT SCHEDULE**

- 2.1 Subject matter. Ataccama shall provide, perform or deliver to the Customer under the terms of the Agreement (i) Ataccama Solutions as identified, detailed and agreed by the Parties in the Product Schedule and (ii) Professional Services, if ordered, and as detailed and agreed in the SOW.
- 2.2 Product Schedule. Product Schedule, forming part of this Agreement, shall identify the Ataccama Solutions purchased by the Customer, including any support services, SLAs and the pricing. Product Schedule may be amended, from time to time, by written agreement of the Parties.
- 2.3 Statement of Work. If ordered by the Customer, the Professional Services shall be detailed in the form of a separate SOW as attached hereto. SOW may be amended, from time to time, by written agreement of the Parties.
- 2.4 Further rights and obligations. Further rights and obligations of the parties in relation to Ataccama Solutions are incorporated in the Ataccama Cloud Services Terms and Conditions and the Self-Managed License Agreement.
- 2.5 Customer's obligations. The Customer shall duly and timely pay all Fees and comply with all its obligations and limitations as stipulated in the Agreement.

### **3 RESERVATION OF RIGHTS**

- 3.1 Customer Data ownership. Customer shall retain all rights, title and interest in Customer Data. Subject to the license in this Section, Ataccama acquires neither rights, title, nor interest from Customer, its Affiliates or its Users, to Customer Data nor any Intellectual Property Rights thereto. Customer hereby grants to Ataccama all necessary consents, permissions and non-exclusive, non-transferable, worldwide and fully paid up license to use Customer Data solely in the extent necessary to provide the Ataccama Solutions and Professional Services, in accordance with this Agreement (and as otherwise instructed by Customer or a User).
- 3.2 Reservation of rights. Ataccama, its Affiliates or licensors, own and retain all rights, title and interest to the Ataccama Solutions or any part thereof, Documentation and all its copies, including all Intellectual Property Rights thereto. Further, Ataccama owns and retains all right, title and interest in and to (a) all improvements, derivative works, enhancements or

modifications of Ataccama Solutions, Documentation or any part thereof created by Ataccama; (b) any software, applications, inventions, other technology or other deliverables developed in connection with Professional Services or support services by Ataccama, unless otherwise specifically provided in this Agreement; and (c) all Intellectual Property Rights related to any of the foregoing.

- 3.3 No implied licenses. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to Ataccama Solutions or any part thereof.
- 3.4 Usage data. Except for the Customer Data, Ataccama should retain all rights to data resulting or derived from the use of Ataccama Solutions (e.g. analytical data or data generated by the Software itself which relate to the provision of Ataccama Solutions), provided such Usage Data cannot be reverse engineered, modified or recreated to identify any Customer Data.
- 3.5 Customer's feedback. To the extent Customer, its Affiliates' or any of its users, provides any feedback or suggestions ("**Feedback**") regarding any of Ataccama Solutions and Professional Services, Customer hereby unconditionally and irrevocably assigns all rights, title and interest in and to such Feedback to Ataccama, including any and all worldwide Intellectual Property Rights relating thereto at no additional charge and acknowledges that Ataccama may freely use, reproduce, modify, distribute, sell or otherwise exploit Feedback, including incorporating such Feedback into Ataccama Solutions.
- 3.6 Promotion of Parties. Customer hereby consents and authorizes use of its name, trademarks or logos by Ataccama in connection with Ataccama's promotional, marketing, sales, financial and public relations materials and without requiring any additional notices from Ataccama. Promotional materials will be used by Ataccama for the purpose of identifying Customer as Ataccama's client. Ataccama will comply with all Customer's branding guidelines, if provided by the Customer prior to the execution of the Agreement. Ataccama will comply with all Customer's branding guidelines, if provided by the Customer prior to the execution (signing by both Parties) of the Agreement.
- 3.7 Product Analytics. Notwithstanding anything to the contrary in the Agreement, Ataccama shall have the right to collect and analyze anonymized aggregate data derived from Customer Data and other information relating to the provision, use and performance of various aspects of the Ataccama Solutions and related systems and technologies, and Ataccama will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Ataccama Solutions and all capabilities of artificial intelligence that will increase the performance and effectiveness of the Ataccama Solutions or for other development, diagnostic and corrective purposes in connection with the Ataccama Solutions, and (ii) make such data available in the aggregated and/or anonymized form, i.e. via so called anonymized industry standard trends.

## 4 **THIRD PARTY SOFTWARE**

- 4.1 Inclusion of third party software. Ataccama Solutions may include third party and Open Source Software, which license notices or terms and conditions may apply. By accepting this Agreement, the Customer is also accepting such additional terms and conditions, if any, set forth therein, and such terms and conditions are made a part of, and incorporated by reference into, this Agreement.
- 4.2 Change of Third Party Terms. Parties acknowledge that the license terms of the third party and Open Source Software may change. If terms of any third party license necessary for full

and undisturbed use of the Ataccama Solutions is changed or revoked by a respective licensor, Ataccama may at its discretion replace or adapt respective part of the Ataccama Solutions or initiate negotiation with the Customer. In the latter case, both Parties shall mutually negotiate in good faith an adequate adjustment of the licensing terms of the Agreement and the applicable Product Schedule, which may also take form of an adjustment of Fees reflecting the change of amounts charged by the respective third party. Both Parties also agree to cooperate, in such case, in order to obtain the relevant third party license in the extent necessary for the Customer. If Parties do not reach an agreement over new terms or if the third party license is not obtained within 30 days from learning of change and/or revocation of respective licensor's terms by both Parties, either Party may terminate the Agreement by a written notice with an immediate effect.

- 4.3 Vulnerability management program. Ataccama acknowledges and promotes an effective software vulnerability management program for open source software based on Common Vulnerability and Exposure Ratings (CVE) and monitors and fixes any known vulnerabilities of the open-source software, which were assigned a CVE number. Ataccama will make all reasonable efforts to fix any such known vulnerability with assigned CVE number without undue delay by providing the Customer, at no charge, with patches or remediation steps to address such known vulnerabilities within the supported software stack.

## 5 PROFESSIONAL SERVICES

- 5.1 Provision of Professional Services. In connection with the Ataccama Solutions, Ataccama may, from time to time, provide Professional Services, if stated in the Product Schedule or subject to concluding SOW substantially in the form attached **hereto as Addendum B.** Professional services will be provided with necessary care and skill and performed by suitably skilled and trained personnel. Customer shall provide all reasonable and timely cooperation to Ataccama in the performance of the Professional Services as specified in the respective SOW. Customer shall immediately upon delivery verify that delivery of Professional Services, including any deliverables, were duly provided without any deficiencies. Any deficiencies in the delivery of the Professional Services shall be notified by Customer to Ataccama in writing within five (5) Business days, unless otherwise stipulated in the respective SOW, of the delivery of Professional Services, sufficiently substantiating all Customer's claims. If such notice has not been served in time, Professional Services are deemed accepted without any reservation.
- 5.2 Professional Services warranty. Ataccama warrants that the Professional Services will be performed in a professional and competent manner in accordance with accepted industry standards. Notwithstanding anything to the contrary provided in Section 9 (Representations and Warranties) and Section 10 (Limitation of Liability), the Customer's sole and exclusive remedy and entire liability, for any breach of the above warranty, will be the re-performance of the applicable Professional Services. If Ataccama is unable to re-perform the Professional Services as warranted, the Customer will be entitled to recover any Fees paid to Ataccama for those Professional Services. The Customer must make any claim under the foregone warranty to Ataccama in writing within 30 days of the performance of such Professional Services in order to receive warranty remedies. The breach of any of Ataccama's obligations relating to Professional Services will not be treated as a breach of any of Ataccama's obligations relating to Ataccama Solutions.
- 5.3 Customer's liability. Customer shall remain liable at all times for any Customer Data and for Customer's Systems made available to Ataccama for the purpose of provision of Professional Services.

- 5.4 Pre-existing Materials. Ataccama may provide Customer with some standard deliverables and materials, such as training materials, existing either (i) prior to the execution (signing by both Parties) of this Agreement, including any improvements or alterations made to materials during the term of this Agreement; or (ii) developed by Ataccama irrespective and/or independently of Customer's input under this Agreement or SOW ("**Pre-existing Materials**"). Ataccama or its Affiliates shall retain all exclusive rights, title and interest to and in all Pre-existing Materials. Ataccama hereby provides a non-exclusive, non-transferable, non-sublicensable and limited license to use Pre-existing Materials for the purpose of using Ataccama Solutions in the extent permitted under this Agreement during the Term.
- 5.5 Project Deliverables. If specifically provided in the SOW that some deliverables, whether tangible or intangible, will be exclusively created for or in cooperation with the Customer as part of the provision of Professional Services ("**Project Deliverable**"), Ataccama shall assign all rights, title and interest in and to such Project Deliverables to Customer, including any and all Intellectual Property Rights for the Territory relating thereto at no additional charge.
- 5.6 SOW Term Extension. If specifically agreed upon between Customer and Ataccama, Customer may mutually extend, change and/or amend otherwise a SOW by executing a Change Order. Change Order has the meaning and procedure set forth in **Section 14.**

## 6 FEES AND INVOICING

- 6.1 Fees. Customer shall pay Ataccama Fees in accordance with this Section 6.
- 6.2 Subscription invoicing. Unless otherwise specified in the Product Schedule, the Subscription Fees shall be paid on annual basis in advance based on the invoice issued by Ataccama, which will be ordinarily issued on the respective Subscription Start Date and subsequently from the beginning of the then-current billing cycle.
- 6.3 Professional Services invoicing. Unless otherwise specified in the SOW, the Fees for Professional Services shall be paid on a monthly basis in arrears based on the invoice issued by Ataccama, which will be issued in the month following the month when the Professional Services were provided or on the date specified in the applicable SOW.
- 6.4 Payments. All amounts payable by the Customer hereunder shall be made within 30 days from receipt of the invoice. Parties agree that invoices will be issued electronically and sent to the Customer's email address stated in the Product Schedule and/or in the SOW. Any change to the email address for invoicing shall be communicated immediately to Ataccama. All payments shall be made in the currency stipulated in the Product Schedule and/or the SOW.

All payments shall be made by wireless transfer to the Ataccama's account as specified in the invoice. All fees and costs of effecting the Customer's payments (e.g. charged by a payment provider) are borne by the Customer.

- 6.5 Taxes. All Fees and other amounts payable by the Customer under this Agreement are exclusive of any taxes, whether, direct or indirect, and similar charges. Without limiting the foregoing, Customer is responsible for all, as applicable, goods and services, harmonized sales, sales, service, use, value added (VAT), import and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority, whether federal, provincial, or territorial, on any amounts payable by the Customer hereunder.



- 6.6 Inflation Adjustment. Fees set forth in the Product Schedule or the SOW shall be subject to adjustment for inflation on an annual basis. Each adjustment shall equal the amount determined by multiplying the original amount of fees, times the percentage rise in prices as of the Effective Date or its last anniversary, over the preceding 12 months, as represented by the CPI (consumer price index) prepared by the respective official statistical office or other similar official body issuing price index in the state/country of the Customer's seat.
- 6.7 Late payment. If Customer fails to make any payment when due for any undisputed invoice, whether in full or in part, then Ataccama is entitled to, in its own discretion (i) disable use or access to Ataccama Solutions, in accordance with the Section 5.1 of the Ataccama Cloud Services Terms and Conditions or to suspend grant of any license hereunder, and/or (ii) charge interest on past the due amount at the rate of 0.25% calculated daily and compounded monthly. If the amount of the late payment interest exceeds the maximum interest possible under the applicable law, then the Customer shall be obliged to only pay such maximum default interest.
- 6.8 No deductions or set-offs. All amounts payable to Ataccama hereunder shall be paid by Customer to Ataccama in full without any set-off, recoupment, counterclaim, deduction, debit, or withholding for any reason.

## 7 INFORMATION AND DATA SECURITY

- 7.1 Security standards. The Parties agree to maintain commercially reasonable security standards for the access and use of the Ataccama Solutions. For this purpose, the Parties will use good industry practice for protection of Ataccama Solutions, and other customary procedure to monitor the Ataccama Solutions including Customer Data, in order to avoid the introduction of any unlawful content, content infringing third party rights, malicious codes that could interfere with or disrupt the proper operation, and any security control of the systems and networks used by Ataccama in the provision of the Ataccama Solutions. In addition to the above, Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all credentials and protect against any unauthorized access to, or use of, the Ataccama Solutions; (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Ataccama Solutions and (c) shall instruct its Users and other relevant Personnel of the security practices to be applied in connection with the use of Ataccama Solutions. Customer shall promptly notify Ataccama in writing of any actual or threatened security concerns.
- 7.2 Data protection. The Parties will comply with all applicable Data Privacy Laws and that they will ensure that their Personnel will comply likewise. Ataccama processes the Personal Information in accordance with the Ataccama's Privacy Policy. Ataccama's operations are ISO/IEC 27001 certified.
- 7.3 Personal Information. If Ataccama by the means of provision of the Ataccama Solutions or in connection with their provision to the Customer has access to the Customer's Personal Information, Ataccama shall: (i) access, copy, view, process or use such Personal Information only to the extent necessary for provision of Ataccama Solutions to the Customer under this Agreement; (ii) not disclose, transfer, process or provide the Personal Information to a third party (other than its Affiliates, licensors or Ataccama Personnel, whereas similar level of protection of Personal Information is ensured for any such disclosures and transfers), unless obtaining a prior written consent of the Customer (the Section 7.3 of the Agreement does not apply if Ataccama is obliged to provide such Personal Information to a third party under the applicable Data Privacy Laws).

- 7.4 Data Breach procedure. Ataccama will implement commercially reasonable security standards in accordance with good industry practice to seek, detect and identify any Data Breaches. If Ataccama identifies or becomes aware of the suspected Data Breach, Ataccama shall: (i) within reasonable time as of the detection or identification of actual Data Breach notify the Customer; (ii) identify in reasonable term with respect to the severity and character of the Data Breach, the cause or suspected cause of the Data Breach; (iii) provide the Customer based on the prior Customer's request with information regarding the actual Data Breach, including information on newly implemented security measures (to the extent that the provision of information itself does not undermine security measures); (iv) without undue delay, take all commercially reasonable steps to (a) mitigate the negative effects of Data Breach; and (b) implement such a measures to mitigate the potential risk of reoccurrence of the Data Breach.

## 8 **CONFIDENTIALITY**

- 8.1 Confidentiality obligation. In connection with the Agreement, each Party may disclose or make available to the other Party Confidential Information. The Disclosing Party shall not in part or in whole copy, disclose, publish or reveal any Confidential Information of the Receiving Party disclosed in connection with this Agreement, at any time prior to intentionally making such information public by the Disclosing Party.
- 8.2 Receiving Party. Receiving Party agrees that (i) it shall maintain the Confidential Information in confidence using at least the same degree of care as it employs in maintaining as secret its own Confidential Information, but always at least a reasonable degree of care; (ii) it shall use the Confidential Information only in accordance with the Agreement; (iii) it shall limit access to the Confidential Information solely to those of its Personnel who have a direct and immediate need of such access to Confidential Information, and shall ensure that such Personnel shall be bound by and comply with the provisions hereof; (iv) it shall not disclose or transfer the Confidential Information to any third parties, other than its Affiliates or Personnel, provided however that such disclosure or transfer is on a need-to-know basis; and (v) it has no ownership interest in the Confidential Information of the Disclosing Party.
- 8.3 Exclusion of confidentiality. The Receiving Party may disclose or make available the Confidential Information to the necessary extent: (i) to the Receiving Party's attorney, auditor, tax or other advisor, provided the respective advisor is bound by a statutory obligation of confidentiality; (ii) to a third party for purpose of performing due diligence of the Receiving Party in connection with the sale or intended sale of the Receiving Party, its part, or its business operations, provided such third party is bound by an obligation of confidentiality no less restrictive than the obligations in this Section 8; (iii) the Confidential Information is required to be disclosed by a decision of a court, applicable law (legislative/administrative regulations) or a public administration body, provided, however, that Receiving Party has provided the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and that, if such protective order or other remedy is not available or is not successfully awarded, Receiving Party furnishes only that portion of the Confidential Information that is legally required; and (iv) based on the Disclosing Party's prior written consent, which must specify the Confidential Information and the manner and scope of its use, and provided such third party is bound by an obligation of confidentiality no less restrictive than the obligations in this Section 8.
- 8.4 Loss of Confidential Information. The Receiving Party is obligated to notify the Disclosing Party immediately about any unauthorized disclosure, loss or theft of Confidential Information or media containing Confidential Information, about any other leak of

Confidential Information or any other situation, which results or may result in breach of the Receiving Party's obligations under this Agreement.

- 8.5 Confidentiality of a dispute. The Parties to this Agreement agree to keep confidential to themselves and to their legal and other professional advisers the existence and details of any arbitral proceedings pursuant to this Section 14.2 of the Agreement.
- 8.6 Term of confidentiality. The confidentiality obligations contained in this Agreement will remain in full force and effect for the duration of the Agreement and subsequently for a period of three (3) years starting from the date of termination Agreement.
- 8.7 Return/removal of Confidential Information. The Confidential Information remains and shall remain the sole property of the Disclosing Party and the Receiving Party acknowledges that the Confidential Information has an economic value for the Disclosing Party. After the termination of the Agreement, the Disclosing Party shall have a right at any time request in writing from the Receiving Party to (i) return or to destroy originals of documents and other tangible medium containing the Confidential Information that were transferred to the Receiving Party under the Agreement or (ii) remove from all electronic data storage devices and systems the Confidential Information that was transferred to the Receiving Party under the Agreement.

## 9 REPRESENTATIONS AND WARRANTIES

- 9.1 Representations. Both Parties represent that i) they are incorporated and validly existing under the laws of the jurisdiction of its incorporation; ii) they are not subject of any voluntary or involuntary petition under any bankruptcy, insolvency or similar law affecting creditors generally; iii) they are not subject to any winding up, transformation or rehabilitation proceeding; iv) the execution of this Agreement by its representative, whose signature is set forth at the end of this Agreement, has been duly authorized by all necessary corporate actions of such Party.
- 9.2 Exclusion of warranties. ALL ATACCAMA SOLUTIONS, PROFESSIONAL SERVICES, DOCUMENTATION, OR ANY INFORMATION, DATA OR SERVICES PROVIDED BY ATACCAMA ARE PROVIDED "AS IS". EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATACCAMA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, CONTRACTUAL, EXPRESS, IMPLIED, OR OTHER, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE USE OR NON-INFRINGEMENT OF ANY RIGHTS. WITHOUT LIMITING THE FOREGOING AND UNLESS EXPRESSLY STIPULATED OTHERWISE IN THE AGREEMENT, ATACCAMA MAKES NO COVENANT OR WARRANTY OF ANY KIND THAT THE ATACCAMA SOLUTIONS, PROFESSIONAL SERVICES, OR DOCUMENTATION, OR ANY OTHER ATACCAMA OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE, OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES, OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM, OR NETWORK), EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, OR COMPLETE.
- 9.3 Failure to perform. Ataccama shall correct any Errors in accordance with the applicable SLA. The performance of Ataccama's obligations under this Agreement represents Ataccama's total liability and full obligation in relation to the Customer as a consequence of any Errors, and the Customer shall have no other claims against Ataccama as a consequence of such Errors. Ataccama does not warrant or accept other terms and conditions in relation to the

Ataccama Solutions. Accordingly, the Customer shall not be entitled to make any claims against Ataccama if the Ataccama Solutions contains errors or inconveniences, which are not covered by this Agreement and Ataccama fails to correct such errors or inconveniences, or if the operation and performance of the Ataccama Solutions are not free from interruptions or errors.

## 10 LIMITATION OF LIABILITY

- 10.1 Limitation of liability. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED FOR IN THE AGREEMENT, NEITHER PARTY OR ANY ATACCAMA AFFILIATES, LICENSORS, OR ATACCAMA PERSONNEL SHALL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LITIGATION COSTS, LOSS, DAMAGE OR CORRUPTION OF DATA, LOSS OF GOODWILL OR PRODUCTION, OR BUSINESS OPPORTUNITIES, OR REPUTATION, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, REGARDLESS OF WHETHER CUSTOMERS AND OTHER PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR SUCH LOSSES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF AN AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 10.2 Cap on monetary liability. In no event will the collective aggregate liability of either Party, or any Ataccama Affiliates, licensors, or Ataccama Personnel, under or in connection with this Agreement or use or performance of Ataccama Solutions, Professional Services or any part thereof, exceed the total amount of Fees actually paid by the Customer in the twelve (12) months preceding the relevant incident from which the liability arose.
- 10.3 Exception from Limitations. The limitation of liability and the cap on monetary liability stipulated above shall not apply to: (a) bad faith, gross negligence or willful or intentional misconduct of a Party, its Affiliates or its Personnel; (b) personal injury or death caused by a Party, its Affiliates or its Personnel; (c) arising from Customer's unauthorized use of any Ataccama Solutions and/or any infringement of Ataccama's Intellectual Property Rights; and (d) intentional breach of Confidentiality obligations stipulated in Section 8 of this Agreement.
- 10.4 Exclusion of Liability. Notwithstanding the prior limitations and/or exceptions, Ataccama shall never be liable for any losses or damages as stipulated hereunder: (a) stemming from any modifications, customizations or other changes in the Ataccama Solutions performed by the Customer or by any third parties, unless approved in writing beforehand; (b) if the Ataccama Solutions are not used in compliance with the Documentation; (c) caused by omitting to fix, patch or repair a known error, bug or vulnerability by the Customer if such fix, patch or repair was released by Ataccama; (d) if a defect was caused by external factors, outside Ataccama's reasonable control, including other programs and malicious software, or caused by such integration of or interaction between the Ataccama Solutions and the Customer Systems, which was not expressly allowed by the Documentation; (e) that could have been prevented by the Customer, if acted with due and reasonable care; (f) that are a result of Customer's breach of or non-compliance with any express provision of this Agreement; and (g) stemming from unavailability of the Ataccama Solutions if it is caused by interruption or failure of telecommunication infrastructure, digital transmission links, or

downtime of the third party platform providers on which the Ataccama Solutions are running.

- 10.5 Force Majeure. Neither Party shall be in breach of the Agreement, nor liable for delay in performance, or failure to perform, any of its obligations under the Agreement (except for any payment obligation), if such delay or failure results from events, circumstances or causes beyond its reasonable control including acts of God, flood, fire, earthquake, tsunami, explosion, epidemics, pandemics, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, passage of new law, or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. A Party whose performance is affected by a Force Majeure event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure event. During the Force Majeure event, if one Party is non-affected, such Party may similarly suspend its performance obligations until such time as the affected Party resumes performance. If the period of delay or non-performance continues for 3 months, either Party may terminate the affected then-current Subscription Term upon 14-days written notice to the other Party.
- 10.6 Hardship clause. Parties are bound to perform its contractual duties under the Agreement even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the execution (signing by both Parties) of the Agreement.
- 10.7 Liability Exclusion. Any limitation of liability set out in this Agreement shall have effect to the maximum extent allowed by law. In some states/jurisdictions mandatory statutory provisions do not allow such exclusion or limitation of liability, which may entail that the limitations stated herein do not apply to the Customer, neither in whole nor in part. However, such limitation of liability shall still be interpreted in a manner that preserves the application of the limitation to the maximum extent permitted by the applicable law.

## 11 **THIRD PARTY RIGHTS INFRINGEMENT**

- 11.1 Infringement Claim. In the event of an Infringement Claim, Ataccama will at its own expense and at its own discretion (i) procure for Customer's right to continue using the Ataccama Solutions, or (ii) replace the Ataccama Solutions or its part thereto with non-infringing product with equivalent or better capacity and performance, or (iii) terminate the respective Subscription Term with written notice and immediate effect with pro rata refund of relevant Fees for the remainder of the respective Subscription Term in a form of service credits for Ataccama's Solutions, unless no other services are contracted from the Ataccama.
- 11.2 Limited Remedies. Ataccama's performance of its obligations under **Sections 11.1 and 12** represent Ataccama's total liability and full obligation, and the Customer's sole and exclusive remedy, as a consequence of any Infringement Claims and the Customer shall have no other claims against Ataccama as a consequence of such Infringement Claims.

## 12 **INDEMNIFICATION**

- 12.1 Ataccama's obligation to indemnify. Ataccama shall defend Customer against Infringement Claims and pay the costs, damages and reasonable legal fees finally awarded by a court, but

not more than (one-million dollars) USD 1,000,000 to the Customer, for all aggregate claims and causes of actions.

- 12.2 Customer's obligation to indemnify. Customer shall indemnify, defend and hold harmless Ataccama, its Affiliates, licensor's and Ataccama's Personnel from and against any and all Losses incurred by Ataccama to the extent that such Losses arise out of or relate to any allegation that any Intellectual Property Right or other right or law, is or will be infringed, misappropriated, or otherwise violated by Customer, its Affiliates, and their Users in relation to use of Ataccama Solutions or otherwise in connection with this Agreement, including (but not limited to) (i) Customer Data, including any processing of Customer Data by or on behalf of Ataccama in accordance with this Agreement; (ii) any materials or information (including data, specifications, software, content, or technology) provided by or on behalf of Customer including Ataccama's compliance with any specifications or directions provided by or on behalf of Customer to the extent it is prepared without any contribution by Ataccama; (iii) allegations of facts that, if true, would constitute breach of Customer representations, warranties, covenants or obligations under this Agreement; or (iv) gross negligence, willful misconduct and/or fraud by Customer in connection with this Agreement.
- 12.3 Procedure. Each Party's obligations under Sections 12.1 and 12.2 above are contingent on the indemnified Party immediately i) notifying the indemnifying Party of any action, proceedings or claim of a third party in writing as soon as the indemnified Party becomes aware of it and ii) allowing the indemnifying Party to fully control the defense and any related settlement negotiations, provided however that any settlement (a) does not require the indemnified Party to make any admission of liability or that it acted unlawfully, (b) does not require the indemnified Party to take any action or prohibit the indemnified Party from carrying out any action, unless approved so by the indemnified Party (c) does not affect any other legal proceeding against the indemnified Party and iii) cooperating with the indemnifying Party in the defense and any related settlement negotiations by providing it with the appropriate information and assistance required for such defense or settlement.
- 12.4 Conditions regarding Infringement Claim indemnification. Ataccama's duty to defend and indemnify against Infringement Claims shall not apply, (a) if the Infringement Claim results from an unauthorized use of the Ataccama Solutions, or the combination, operation or use of the Ataccama Solutions with equipment, software or data not supplied, supported or approved by Ataccama, (b) if an Infringement Claim would not have occurred but for such combination, operation or use, or the Customer's failure to use updated or modified Ataccama Solutions provided by Ataccama to Customer to avoid an Infringement Claim. Any modification of the Ataccama Solutions made by anyone other than Ataccama shall render the above duty to defend and indemnify null and void in respect of any part of the Ataccama Solutions, which has been modified or affected by such modification, unless it can be proven that these modifications are not a cause of the Infringement Claim.
- 12.5 Defense by the indemnified Party. If the indemnifying Party does not comply with the procedural obligations in Section 12.3 hereunder, the indemnified Party shall be entitled, but not obliged to defend itself against the claim at its expense. Upon notifying the indemnifying Party that it intends to do so, the indemnified Party shall be irrevocably authorized by the indemnifying Party, to the extent legally possible, to assume the defense of the legal suit or proceedings brought forward against the indemnified Party, and the indemnified Party shall be entitled to take legal action/proceedings and/or make a settlement regarding the Infringement Claim. The indemnifying Party shall provide the indemnified Party with the appropriate information or assistance for such defense or settlement.

- 12.6 Mitigation. Each Party has the duty to mitigate the claims that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and reasonable actions to reduce or limit the amount of such claims.

## 13 **TERM AND TERMINATION**

- 13.1 Duration of the Agreement. This Agreement shall become effective on the Effective Date and shall continue for the period until the end of the latest active Subscription Term or any active SOW or, unless terminated earlier in accordance with this Agreement.

- 13.2 Right to use. The right to use the Licensed Software and/or Ataccama Cloud Services shall commence on the respective Subscription Start Date and shall continue for the period of Initial Term and thereafter the respective subscription shall be automatically renewed on the last day of the Initial Term (or the Renewal Term, if applicable) for the period of Renewal Term, if applicable, unless:

- (i) either Party gives the other Party written notice of non-renewal at least 90 days before the end of Initial Term or Renewal Term as applicable, in which case the then-current subscription shall terminate upon the expiry of the applicable Initial or Renewal Term; provided however that the Customer may not be entitled to give notice of non-renewal and terminate this Agreement before Initial Term lapses, unless all Fees for the Initial Term are paid in full, in which case the Agreement may be terminated, but earliest on the date of paying the Fees, or
- (ii) Agreement is terminated for a cause earlier under any of its express provision.

- 13.3 Termination without a cause. Neither Party shall be entitled to terminate the Agreement without a cause at any time.

- 13.4 Termination for a cause. In addition to any other termination right stipulated in the Agreement:

- (i) either Party may terminate the Agreement by a written notice delivered to the other Party, if the other Party (a) breaches any material term or condition of the Agreement and fails to cure such breach within thirty (30) days after receiving notice of the breach, the non-breaching Party may terminate the Agreement on notice at any time following the end of such thirty (30) day period; (b) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (c) winding up process is initiated in respect of the other Party; (d) insolvency proceedings are initiated in respect of the other Party by this other Party; (e) the bankruptcy is established in the insolvency proceedings in respect of the other Party; (f) the other Party is prohibited from performing its business activity in the Territory; (g) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- (ii) in addition, and notwithstanding aforesaid, Ataccama may terminate the Agreement effective immediately by a written notice delivered to Customer, if Customer (a) fails to pay any amount due under the Agreement and such a failure continues for more than 30 days after Ataccama's delivery of written notice for payment to the Customer; or (b) breaches its obligation in connection with use of Ataccama Solutions, especially but not limited to Section 1, 2 of the Ataccama Cloud Services Terms and Conditions and Section 2 of the Self-Managed License Agreement, as applicable and such a breach continues for more than thirty (30) days after Ataccama's delivery of the written notice of breach to the Customer.

13.5 Obligations upon termination. Upon termination of the Agreement for any reason: (a) each Party shall cease all activities authorized by the Agreement; (b) the Customer shall without undue delay (at latest until the 30<sup>th</sup> day from Agreement's termination) pay to Ataccama any undisputed Fees; (c) then-current subscription according to the Product Schedule will cease to exist for the remainder of Subscription Term; (d) Customer shall cease all use and access to the Ataccama Solutions, unless specifically allowed under this Agreement in relation to exit assistance; and (e) both Parties shall return or destroy (as may be instructed) any and all copies of data, materials, information or software (as applicable) of the other Party, including any copies in a computer memory or on data storage devices; (f) comply with other obligations specifically stipulated in relation to the termination of this Agreement. In case Customer terminates this Agreement for a cause in accordance with Section 13.4, the Customer shall be entitled to a pro rata refund of already paid Fees with respect of terminated subscription up to the amount equal to Fees paid for one year of subscription.

13.6 Termination of SOW. If a Party breaches any material term or condition of the SOW and fails to cure such breach within sixty (60) days after receiving notice of the breach, the non-breaching Party may terminate the SOW on written notice delivered to the other Party at any time following the end of such sixty (60) day period. Ataccama may terminate on written notice delivered to Customer any SOW if Customer (a) fails to pay any amount due under the SOW and such a failure continues for more than thirty (30) days after Ataccama's delivery of written notice for payment to the Customer, or (b) if Customer breaches its obligation in connection with the use of Pre-existing Materials.

13.7 Survival. Any provision of this Agreement, which expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement, shall remain in full force and effect.

The following provisions expressly survive any termination or expiration of the Agreement: Sections [insert]; Ataccama Cloud Services Terms and Conditions: Sections [insert]; Self-Managed License Agreement: Sections: [insert].

## 14 **CHANGE MANAGEMENT**

14.1 Changes to Ataccama Solutions. Ataccama reserves the right, in its sole discretion, to make any changes to the Ataccama Solutions and Documentation that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Ataccama Solutions to its customers; (ii) the competitive strength of or market for Ataccama Solutions; or (iii) the cost efficiency or performance of the Ataccama Solutions; or (b) to comply with applicable laws.

14.2 Adjustment Events. Parties acknowledge and agree that the occurrence of the following events (each an "**Adjustment Event**") may require changes to the Ataccama Solutions, Documentation, and/or an increase in time or performance, suspension of any performance standards, including applicable service levels, and/or an increase or decrease in the Fees and expenses: (a) a material change to or deficiency in the information that the Customer has supplied to Ataccama; (b) a failure by the Customer to perform any of its respective responsibilities under this Agreement in a timely manner; (c) an event that materially changes the service needs or requirements of the Customer on or after the Effective Date; (d) circumstances beyond the reasonable control of either of the Parties, including acts of God or other Force Majeure events; (e) a change in applicable laws or government regulation; or (f) third-party infrastructure providers to Ataccama materially change the cost burden on Ataccama. Any Adjustment Event, and its impact to this Agreement, must be agreed in writing by both parties as an addendum to this Agreement.



- 14.3 Change Requests for Professional Services. Without limiting the foregoing, either Party may, at any time during the Subscription Term, request in writing changes (changes may include (but are not limited to) changes to the existing Solutions, Product Schedule, fees, milestones, term date changes, extensions, completion or delivery dates, additional purchases, specifications add-ons, and more) to the Ataccama Solutions or Professional Services. Ataccama may request change to Ataccama Solutions or Professional Services in particular where the change is needed in order to reflect Customer's requests, business or operational requirements. Any changes pursuant to change requests will only be effective if and when memorialized in a mutually agreed written change order ("**Change Order**" template attached hereto as **Addendum C**) setting out the following ("**Change Order**"):
- (a) any impact the requested change would have on the Fees, including details of any reduction in Fees which would arise as a result of implementing the change or where the change is likely to involve additional costs, both a fixed price for implementing the change and an estimated cost for implementing the change on a time and materials basis; and
  - (b) a timetable for implementation of the change and details of any impact on the overall timetable for provision of the Ataccama Solutions or Professional Services.
- 14.4 Signing Change Order. If the Customer wishes to proceed with the change, then the parties will endeavor to agree and sign a Change Order setting out the details indicated in clause **14.3** as soon as practicable. A Change Order once signed on behalf of the parties shall constitute an amendment to the Agreement, which shall be varied accordingly. If the Customer decides that it does not wish to proceed with a change it shall notify Ataccama, in which case the rights and obligations of the parties under the Agreement shall be unchanged. If no acceptance is received by Ataccama within a period of 90 business days from receipt by the Customer of a Change Order, the Customer's Change Request shall be deemed to be withdrawn.
- 14.5 Departure from Change Management Procedure. Parties agree that the change management procedure above is provided for guidance and convenience, and that Parties may mutually agree to follow a different change management procedure. If Parties mutually agree to deviate from the specified change management procedure, they may do so by executing a separate written agreement or amendment detailing the decision to follow an alternate procedure, with accurate references to this Agreement.

## 15 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 Governing Law. This Agreement including the arbitration clause in Section 15.2 of the Agreement below is governed by the laws as specified in the Product Schedule. Any conflict of laws rules and/or principles that would require application of the laws of another jurisdiction do not apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 15.2 Arbitration clause. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, existence, breach, termination or nullity, shall be finally settled under the rules of arbitration that are applicable within the applicable jurisdiction listed below.

**[UNITED KINGDOM] Arbitration clause.** Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this

clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

[NORTH AMERICA] Arbitration Clause. The Parties hereby agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be New York County. The language to be used in the arbitral proceedings shall be English

[EU] Arbitration Clause. All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration Vienna Rules of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Vienna. The language to be used in the arbitral proceedings shall be English.

[APAC] Arbitration Clause. The Parties hereby agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be Sydney. The language to be used in the arbitral proceedings shall be English

Interim measures. Parties agree and acknowledge that the arbitral tribunal may, at the request of a Party, grant interim or conservatory measures against another Party as well as amend, suspend or revoke any such measures. Parties also agree and acknowledge that this Section 15 of the Agreement does not prevent the Parties from applying to any competent national authority for interim or conservatory measures. A request to a national authority to order such measures or to enforce such measures already ordered by the arbitral tribunal shall not constitute an infringement or waiver of the arbitration agreement and shall not affect the powers of the arbitral tribunal.

## 16 MISCELLANEOUS

- 16.1 Export Controls. Each Party agrees to comply fully with all applicable export laws and regulations which may apply from time to time to the provision or usage of Ataccama Solutions or to other performance of this Agreement. The Customer agrees to fully indemnify Ataccama, Ataccama Affiliates, its licensors, and Ataccama Personnel against all Loss to the extent such Loss arises out of Customer's breach of this section.
- 16.2 Assignment. Customer shall not assign or transfer the Agreement, in whole or in part, or any rights or obligations herein, without the prior written consent of Ataccama, except in the event of an acquisition of Customer's business to which this Agreement exclusively relates, to the successor to such business. Any purported assignment without Ataccama's consent shall be deemed null and void. Ataccama reserves the right to assign or transfer this Agreement, including its rights and obligations under this Agreement, in whole or in part, to Ataccama's Affiliates or to a third party.
- 16.3 Communication. Parties hereby agree that any written notice shall be deemed binding, valid and delivered, if it is delivered to either of the other Party's contacts designated below including by a regular e-mail. Any change of the contact persons shall be notified to the other Party without undue delay. Any Party may appoint more contact persons with

equivalent positions, whose e-mail addresses shall be in the same domain as either of the contact persons specified in the Product Schedule.

- 16.4 Severability and validity. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of this Agreement is deemed deleted, Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5 Exclusive remedies. The performance of Ataccama's obligations under the Agreement represents Ataccama's total liability and full obligation in relation to the Ataccama Solutions, and the Customer shall have no claims against Ataccama other than those specified in this Agreement
- 16.6 Independent contractors. Ataccama is an independent contractor and engages in the operation of its own business. Neither Party is, nor will be deemed an agent of the other Party for any purpose and nothing in this Agreement will be construed to establish a partnership or joint venture between the Parties.
- 16.7 Binding nature. This Agreement and all of its provisions will inure to the benefit of and become binding upon the Parties and the successors and permitted assigns of the respective Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties and their Affiliates, successors and permitted assignees, any right or remedies under or by reason of this Agreement.
- 16.8 Waiver of rights. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.9 Amendments. This Agreement may be amended, modified or revoked in whole or in part only by a written amendment signed and agreed on by both Parties. Reference to this Agreement herein shall include any amendment hereof.
- 16.10 Entire Agreement. This Agreement, including Addendums and Annexes, constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties relating to the Ataccama Solutions. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## 17 DEFINITIONS

<b>"Affiliate"</b>	means any entity that, directly or indirectly, controls, is controlled by or is under common control of a Party to this Agreement (but only for so long as such control exists), where "control" means the ownership of more than 50% of the voting rights in that entity.
<b>"Agreement"</b>	means individually or collectively the Ataccama Master Technology Agreement including any effective Product Schedule, Self-Managed License Agreement, Ataccama Cloud Services Terms and Conditions

	Statement of Work, including without limitation their Annexes, as applicable.
<b>“Annex”</b>	means any document specifically referred to as such and being an integral part of this Agreement and numbered, may include SLA, NDA, etc.
<b>“Ataccama Personnel”</b>	means all Ataccama’s officers, directors, management employees, agents, consultants, contractors, service providers, suppliers, resellers, distributors, successors and individuals involved in the performance of the Agreement.
<b>“Ataccama Solutions”</b>	means Licensed Software, Platform Services, Software, Support Services and other products or services as set forth in this Agreement and in the respective Product Schedule, but not including Professional Services.
<b>“Business day”</b>	means any day except any Saturday, any Sunday, or any day on which banking institutions are required by law or other governmental action to close in the jurisdiction of Customer’s seat as provided in the Product Schedule.
<b>“Confidential Information”</b>	<p>means, without regard to the form or medium (whether tangible or intangible, oral, written, electronic or other), all information that: (i) is not generally known and that relate to the Disclosing Party or its activities, including: a) information that is a subject of the Disclosing Party’s</p> <p>trade secret or intellectual property, especially know-how, software functional specification, source codes, object or machine codes, computer programs, proposals, plans, outlines, concepts, specifications, designs, drawings, present or future products or services and markets, inventions, prototypes, algorithms, computer models and applications, developments, processes, formulae, engineering, architectures, hardware configuration information, diagrams, data, computer programs, databases, price lists and technology of Ataccama, (b) information concerning Disclosing Party’s business policies, business relations, business activities and contacts, its agreements with business partners and clients, (c) information about internal organization, internal procedures, and employees, as well as business, financial, marketing, technical, security and other procedures, plans and strategies and economic results of the Disclosing Party; (ii) information about the content of the Agreement; and (iii) other information, labelled as confidential by the Disclosing Party, as well as all other facts, information or data that reasonably should be understood to be confidential given the nature of the information and the circumstances of their disclosure or which – if released or made available to third parties – is capable of causing damage or other harm to the Disclosing Party. Confidential Information does not include information that: (i) is publicly available at the time of its disclosure or subsequently becomes available to the public, however, only if such Confidential Information is not disclosed by a breach of a legal obligation; (ii) has been independently acquired or developed by the Receiving Party without breach of the Agreement, except the situation when it is obvious or by means of diligent inquiry it becomes obvious that a source of such Confidential Information was not entitled to provide the Confidential</p>

	Information; (iii) has been rightfully acquired by the Receiving Party from a third party, without any limitation in relation to its further use or disclosure except the situation when it is obvious or by means of diligent inquiry it becomes obvious that a source of such Confidential Information was not entitled to provide the Confidential Information; and (iv) information that is expressly labeled by the Disclosing Party as not confidential.
<b>“Consumer User”</b>	means a named individual authorized by the Customer to use or access Licensed Software or Platform Services with a “read only” access rights.
<b>“Customer Data”</b>	means any information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer by or through the Ataccama Solutions or that incorporates or is derived from the processing of such information, data or content by or through the Ataccama Solutions, including any configuration data, temporary data, or cached data.
<b>“Customer Personnel”</b>	means all Customer’s officers, directors, management, employees, agents, consultants, subcontractors, successors.
<b>“Customer Systems”</b>	means Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), networks and internet connectivity, whether operated directly by Customer or through the use of third-party services.
<b>“Data Breach”</b>	means any unauthorized disclosure, access, acquisition, use or transfer of any Customer Data, whether or not including any Personal Information, by a third party, whether or not due to fault or breach of the Agreement by Ataccama or Ataccama’s Personnel.
<b>“Disclosing Party”</b>	means a Party that discloses or makes available Confidential Information to the other Party (i.e. the Receiving Party) under this Agreement.
<b>“Data Privacy Law”</b>	means all applicable laws and regulations relating to processing of Personal Information and privacy, especially General Data Protection Regulation (EU) (2016/679) and Directive on Privacy and Electronic Communications (2002/58/EC), including where applicable any guidance and codes of practice issued by the relevant public administration body.
<b>“Documentation”</b>	means product and services specifications, materials, manuals, handbooks and any other documents provided or made available by Ataccama to the Customer regarding the access and/or use and/or operation of the Ataccama Solutions.
<b>“Effective Date”</b>	means a date specified as such in the Product Schedule from which the Agreement becomes effective.
<b>“Error”</b>	means any reproducible failure of the Licensed Software or the Platform Services or its part to operate in material aspects in accordance with this Agreement.
<b>“Fee”</b>	means the remuneration due by the Customer to Ataccama as specified under the applicable Product Schedule, including any Subscription Fee, and/or under the applicable Statement of Work.

<b>“Incident”</b>	means a support request that begins when Customer contacts Ataccama to report one specific Error or other issue and ends when Ataccama either: (a) resolves the Error; or (b) determines in its reasonable discretion that the Error cannot be resolved; or (c) determines that it is not an Error pursuant to the Agreement; or (d) if not determined as Error, and in its sole discretion, provides another solution.
<b>“Infrastructure”</b>	means cloud infrastructure for development, deployment, use, management and building of Ataccama Solutions and storing Customer Data as specified in the Documentation.
<b>“Infringement Claim”</b>	means a third party’s claim against Customer’s use of the Ataccama Solutions based on the claim that the use of Ataccama Solutions, as provided by Ataccama to Customer under the applicable Product Schedule and used in accordance with the Product Schedule and the Agreement, infringes any third party Intellectual Property Rights in the Territory.
<b>“Intellectual Property Rights”</b>	means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
<b>“Licensed Software”</b>	means especially individually and collectively, Software fully or partly installed and operated on Customer’s Systems as provided and detailed in the Product Schedule and Documentation.
<b>“Loss”</b>	means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, disbursements and charges, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
<b>“NDA”</b>	means Non-Disclosure Agreement, as may be concluded between the Parties.
<b>“New Software”</b>	means new modules of the Software or other software released by Ataccama that may from time to time be introduced and marketed generally as a distinct licensed product.
<b>“Self-Managed License Agreement”</b>	means a License Agreement for Licensed Software or any other Ataccama’s software components on Customer’s Systems attached hereto as Addendum A.
<b>“Open Source Software”</b>	means open-source software as defined by the Open Source Initiative ( <a href="http://opensource.org">http://opensource.org</a> ) or the Free Software Foundation ( <a href="http://www.fsf.org">http://www.fsf.org</a> ).
<b>“Cloud Services Terms and Conditions”</b>	means Ataccama Cloud Services Terms and Conditions for the Platform/Cloud Services attached hereto as Addendum A.
<b>“Party” or “Parties”</b>	means individually or collectively Ataccama or Customer.
<b>“Personnel”</b>	means together Ataccama Personnel and/or Customer Personnel, as applicable.



<b>“Personal Information”</b>	means any information in any media provided by one Party to the other, or processed by one Party on behalf of the other Party, relating to an identified or identifiable natural person, including, without limitation: a person’s first and last name, home or other physical address, telephone number, fax number, email address or other online identifier, Social Security number or other third-party issued identifier (including, but not limited to, state identification number, driver’s license number, or passport number), biometric data, health information, credit card or other financial information (including bank account information), IP address and cookie information, or any other device-specific number or identifier.
<b>“Cloud Services”</b>	means, as applicable, the services to host, manage and provide remote access to the Infrastructure and Software, and other tools and related services provided by Ataccama and as detailed in the Product Schedule and in the Documentation.
<b>“Power User”</b>	means a named individual authorized by the Customer to use or access Licensed Software or Platform Services designated as an “Owner” or “Editor” in the respective Ataccama application.
<b>“Privacy Policy”</b>	means Ataccama’s privacy policy available at <a href="https://www.ataccama.com/legal/privacy-policy">https://www.ataccama.com/legal/privacy-policy</a> .
<b>“Product Schedule”</b>	means the Ataccama Product Schedule provided at the beginning of the Agreement, or other product schedule in substantially the same form, that identifies Customer’s choice of Ataccama Solutions and details, as the case may be, scope of the license or parameters of services or other terms. Product Schedule may be amended from time to time by the Parties in writing.
<b>“Professional Services”</b>	means consulting, configuration, deployment, training or other similar services provided pursuant to a Statement of Work, including any related deliverables. Professional Services under this Agreement do not include services provided by a third party distributor or reseller that may provide services under a separate agreement between Customer and that third party.
<b>“Receiving Party”</b>	means a Party that receives or acquires Confidential Information directly or indirectly from the other Party (i.e. the Disclosing Party) under this Agreement.
<b>“Service Level Agreement or SLA”</b>	means the standard services levels set forth in the relevant Annexes that are applicable to the Licensed Software or Platform Services as specified in respective Self-Managed License Agreement or Ataccama Cloud Services Terms and Conditions.
<b>“Software”</b>	means unmodified standard version of Ataccama software as identified in the Product Schedule including any Updates thereto.
<b>“Support Services”</b>	means maintenance and other support services provided under the Agreement but excluding Professional Services.
<b>“Statement of Work or SOW”</b>	means the document setting forth the specifications for Professional Services.

<b>“Subscription Fee”</b>	means the remuneration due by the Customer to Ataccama as specified under the applicable Product Schedule for the respective Subscription Term.
<b>“Subscription Start Date”</b>	means date specified as such in the Product Schedule from which the respective Ataccama Solutions are provided by Ataccama to the Customer; in the absence of such date in the Product Schedule, the Subscription Start Date is the Effective Date.
<b>“Subscription Term”</b>	means both the Initial Term and Renewal Term as specified in the Product Schedule. Subscription Term commences on the respective Subscription Start Date.
<b>“Territory”</b>	means geographical territory as specified in the Product Schedule, and if no Territory is specified in the Product Schedule, then the geographical territory of USA, Canada, EEA, UK, Australia, and New Zealand.
<b>“Term”</b>	means the term for which the Agreement will be in effect as of the date of its execution (signing by both Parties); Term may extend over any Subscription Term.
<b>“Update”</b>	means enhancements, improvements, patches, fixes or other modifications of the Licensed Software or respective software parts of Platform Services, including any updated Documentation, provided by Ataccama to the Customer during the Subscription Term, but does not include any New Software.
<b>“Usage Data”</b>	means the usage data collected by Ataccama as stipulated in the section 3.4 hereunder.
<b>“User”</b>	means each individual authorized by the Customer to use or access Licensed Software or Platform Services with respective access rights to execute Power User rights or Consumer User rights.



## **ADDENDUM A**

### **ATACCAMA CLOUD SERVICES TERMS AND CONDITIONS**

The following terms and conditions apply to all instances when Customer ordered Cloud Services from Ataccama in the applicable Product Schedule. These Ataccama Cloud Services Terms and Conditions are incorporated into the Agreement and supplement the terms and conditions of the Agreement as they relate to Ataccama's provision of Cloud Services to Customer.

#### **1. THE ATACCAMA CLOUD PLATFORM**

- 1.1 Provision of Cloud Services. For the duration of the Subscription Term and subject to Customer's adherence to all terms and conditions of the Ataccama Cloud Services Terms and Conditions, Product Schedule, Agreement and due payment of all Fees, Ataccama authorizes the Customer to access and use Cloud Services for the purpose of internal business operations in the extent specified in the Product Schedule and as permitted hereunder.
- 1.2 Cloud Services configuration. Ataccama will allow the Customer to configure the Cloud Services and provide reasonable cooperation to Customer for the deployment of the Cloud Services as may be from time to time agreed between the Parties. Customer however recognizes that the configuration and deployment of the Cloud Services are primarily dependent on its own activity and cooperation and as such the Customer shall be responsible and liable for proper Cloud Services configuration (solution build) and, if required, for any integration with Customer's Systems or migration of Customer Data, unless Customer orders cloud configuration as part of the Professional Services on the basis of an individual SOW.
- 1.3 User access. Cloud Services are intended for access and use solely by Users authorized by the Customer and Ataccama for the purposes defined by this Agreement. The Customer may permit Users to access, configure and use the Cloud Services and related Documentation solely for Customer's internal business operations and shall ensure that the number of Consumer Users, Power Users, and Users in total using the Cloud Services does not exceed the number determined under the Product Schedule and Sizing Options and Dependencies Annex. Customer is solely responsible for Users and Customer's and its authorized Affiliates Personnel accessing Cloud Services and their compliance with the terms of the Agreement. Customer shall keep complete and accurate records of all such individuals permitted to access Cloud Services and provide Ataccama with regularly updated list of all Users accessing Cloud Services and clearly distinguishing between Users and any other users.
- 1.4 Technical Access and Service Level Implications. The Customer acknowledges that exceeding the agreed-upon limit of users as specified in the Product Schedule may impact Ataccama's ability to deliver the Cloud Services according to the stipulated Service Level Agreements (SLAs) and performance parameters. In such instances, Ataccama shall not be obligated to fulfil the SLAs and performance parameters as outlined in this Agreement. The Customer agrees to manage and monitor the usage of Cloud Services to ensure compliance with the agreed limits and to mitigate potential impacts on service delivery and performance.
- 1.5 Customer Data. Customer is solely responsible for the Customer Data uploaded, transmitted to and processed through the Cloud Services, including its format, integrity, accuracy, maintenance, and its compliance with all applicable laws, rules, and regulations.

- 1.6 Hybrid Services. Ataccama may require installation of some Software components (e.g. integration bridge) on Customer Systems for proper functioning of the Cloud Services (“**Hybrid Services**”). Ataccama hereby grants Customer a non-exclusive, non-transferable, non-sublicensable and limited license to use such components for the purpose of configuring and using Cloud Services in the extent permitted under these Ataccama Cloud Services Terms and Conditions, Product Schedule, and the Agreement during the Subscription Term. Such license is limited for use by number of concurrent users and other parameters agreed in the Product Schedule. Should the number of concurrent users exceed the licensed quantity, Ataccama is not obligated to adhere to the SLA commitments, including but not limited to, continuous availability of the Cloud Services as agreed in the applicable SLA under Section 3.1, the backup and recovery obligations under Section 4.1, and any other obligations derived from the SLA.
- 1.7 Documentation. Any Documentation supplied by Ataccama to Customer in connection with the provision of the Cloud Services shall be provided in the electronic form through designated online portal. Ataccama hereby grants Customer non-exclusive, non-transferable, non-sublicensable and limited license to use the Documentation for the purpose of using Cloud Services in the extent permitted under these Ataccama Cloud Services Terms and Conditions, Product Schedule and the Agreement during the Subscription Term. Customer shall be entitled to make one copy for its internal use and only to the extent necessary for proper use of Cloud Services (provided that the copy retains indications of all rights to Documentation, e.g. trademarks, business names, copyrights, etc., and is subject to surviving confidentiality obligations).
- 1.8 Standard product. The Cloud Services are a standard product and Ataccama does not warrant that they are fit for any particular purpose and the Customer shall be solely responsible for ensuring that the Cloud Services and its functions are fit for its intended use and comply with Customer’s requirements. Any use of the Cloud Services beyond the scope of these Ataccama Cloud Services Terms and Conditions, Product Schedule or other sections of the Agreement shall always constitute a serious violation of the Agreement.

## 2. **RESTRICTIONS, UNAUTHORIZED USE**

- 2.1 Restrictions. unauthorized use. Customer acknowledges that the use of the Cloud Services is provided for Customer’s benefit only and agree not to use the Cloud Services for the benefit of any third party. The Customer shall not and shall not permit any third party to: (i) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of, or access to, the Cloud Services, or any part thereof; (ii) reverse engineer, de-compile or disassemble the Cloud Services or any part thereof unless and to the extent, permitted by mandatory statutory provisions; (iii) modify, alter, correct, adapt, translate, enhance, or otherwise create derivative works of any Cloud Services or any part thereof; (iv) except as permitted elsewhere in these Ataccama Cloud Services Terms and Conditions make additional copies of the Software, Documentation or any part thereof; (v) mortgage, charge or otherwise encumber either the Cloud Services, or any part thereof, or its rights under these Ataccama Cloud Services Terms and Conditions; (vi) use the Cloud Services for other than for the use allowed hereunder or in any manner or for any purpose or application not expressly permitted by these Ataccama Cloud Services Terms and Conditions or use any open-source components in any manner or for any purpose or application not expressly permitted by the controlling open-source license; (vii) bypass or breach any security protection or authentication methods used for or contained in the Platform Services or any part thereof, to create unauthorized Internet links to the

Cloud Services, or to misuse any errors, bugs, or other deficiencies of the Cloud Services; (viii) use the Cloud Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights, the Ataccama Cloud Services Terms and Conditions or any applicable laws; (ix) access the Cloud Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Cloud Services or any part thereof and (x) use any instruments that may adversely affect operation of the Cloud Services.

**2.2** Customer's obligations. Customer shall at all times during the Term (i) set up, maintain and operate Customer's Systems, including Internet connectivity, needed to connect to, access or use Cloud Services in accordance with the Agreement, any specifications provided by Ataccama and good industry standards; (ii) provide cooperation and assistance requested by Ataccama necessary to perform its obligations under the Agreement.) Ataccama is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement.

**2.3** Compensation. In the event Customer's use of the Cloud Services exceeds the number of Environments (meaning a hardware environment where any Ataccama Solution is deployed as a self-managed solution), Consumer Users, Power Users, or Users in total as set out in the Product Schedule, Ataccama reserves the right at any time to notify Customer and request payment of compensation for such extensive use ("Compensation"), or to settle with the Customer for the extensive use otherwise by mutual agreement. The amount of the Compensation will be calculated based on Ataccama's pricing and licensing terms effective at the time of requesting the payment of the Compensation multiplied by 1.5, or if no pricing or licensing terms are available for the calculation, relevant comparable standard market terms multiplied by 1.5. If it is not clear how long the extensive use has lasted, it shall be assumed that it started immediately after having obtained access to the Cloud Services and has lasted continuously since then. For the avoidance of doubt, settling the Compensation by Customer shall in no case imply grant of any license to the Cloud Services, nor it entitles infringer to continue the extensive use.

**2.4** Audit. Customer shall at all times during the Term, no more frequently than once per year, permit Ataccama or the Ataccama's designated auditor to audit the Cloud Services, or use the Ataccama's requested software reporting, to verify that the Customer's use of the Cloud Services does not exceed the number of User subscriptions purchased by the Customer.

### **3. AVAILABILITY, SERVICE PARAMETERS, MONITORING**

**3.1** Availability. Ataccama shall make all reasonable efforts to operate and maintain continuous availability of the Cloud Services as agreed in the applicable SLA, except for (a) Scheduled Downtime, (b) circumstances beyond Ataccama's reasonable control ("**Service Exceptions**"), including (i) Force Majeure event, (ii) outages caused by acts or omissions of the Customer, including Customer System or its applications, equipment, or facilities, or by any user authorized by the Customer, or use in contradiction to the Documentation or terms of this Agreement, OR (iii) outages caused by hackers, sabotage, viruses, worms, or other third-party wrongful actions, so long as Ataccama took commercially reasonable actions to

prevent such wrongful actions, and (iv) interruption or failure of telecommunication infrastructure, digital transmission links, or downtime of the third party platform providers on which the Cloud Services are running. Ataccama shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet. The Customer acknowledges that the Cloud Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 3.2 Scheduled Downtime. Ataccama will use commercially reasonable efforts to schedule downtime for routine maintenance or upgrades of the Cloud Services while giving Customer at least two weeks prior notice of any scheduled outage of the Cloud Services ("Scheduled Downtime"). For the avoidance of doubt, Scheduled Downtime shall not be considered as unavailability of the Cloud Services.
- 3.3 Service levels. The Cloud Services shall be provided in accordance with the Ataccama's Standard Level of SLA detailed in Annex 1 hereto, unless otherwise agreed in the Product Schedule. Support provided by Ataccama and any Incidents shall be resolved in accordance with the process and within the set service levels as provided in the SLA.
- 3.4 Monitoring and support. Ataccama may monitor and administer the usage of Cloud Services by the Customer and help resolve Customer's requests. Ataccama shall perform, and is hereby authorized to do so by the Customer, (i) active monitoring of the platform and of any related hardware resources (performance and capacity monitoring); (ii) regular updates, including installation of any security patches, of the Software hosted on the Cloud Services; (iii) maintain agreed security standards. Furthermore, Ataccama may from time to time make changes to the Cloud Services to reflect changes to technology or market practices.

#### **4. BACK UP AND RECOVERY**

- 4.1 Back-up and Disaster Recovery. The Cloud Services are programmed to perform routine data backups as set out in applicable SLA. In the event of any loss, alteration, destruction, damage or corruption of Customer Data caused by the Cloud Services, Ataccama will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from Ataccama's then most current backup of such Customer Data in accordance with the SLA. The Cloud Services do not replace the need for Customer to maintain regular data backups and Customer shall perform regular back-up of the Customer Data.

#### **5. SUSPENSION, TERM AND EXIT**

- 5.1 Suspension of Cloud Services. Ataccama may, without any prejudice to any other rights and remedies available to it, immediately upon notice to the Customer, suspend Customer's access or use of all or any portion of the Cloud Services, or remove any relevant Customer Data from the Cloud Services, or deactivate any user access: (a) if the Customer has failed to pay any amounts due to the Ataccama (b) where access or use poses a security risk to or might adversely impact the Cloud Services including cases of unreasonable overloading of

Ataccama's resources; or (c) where access or use infringes or otherwise violates rights or interests of a third party, entails illegal or otherwise prohibited content or activities, or otherwise exposes Ataccama to a potential liability; or (d) anytime Ataccama is required to do so under any applicable laws (including independence or professional rules), or under an order issued by any governmental or regulatory authorities or the courts.

- 5.2 Re-establishment of access. Ataccama shall use reasonable efforts to re-establish or permit access to the Cloud Services as soon as possible following Ataccama's determination that the cause of the suspension has been resolved. Ataccama shall have no liability whether under this Agreement or at law to the Customer for any exercise of its rights pursuant to this.
- 5.3 Exit assistance. In case of termination of the Agreement or these Ataccama Cloud Services Terms and Conditions (if any additional services or solutions are provided under the Agreement) for whatever reason, Ataccama shall provide Customer with reasonable assistance at cost to access and download Customer Data from the Cloud Services. Such reasonable assistance shall be the Ataccama's sole obligation towards the Customer in relation to termination of Cloud Services and Customer's right to access the Customer Data. If the Customer fails to download the Customer Data within the given 1 month period, Ataccama shall upon giving a 30 days prior notice, delete all Customer Data uploaded to the Cloud Services. Relevant Fees for such exit assistance shall be invoiced on a monthly basis by Ataccama.
- 5.4 Ataccama Cloud Agreement term. The term of these Ataccama Cloud Services Terms and Conditions is concurrent with the Agreement and shall terminate upon lapse of the Subscription Term as stipulated in the respective Product Schedule, but the latest with the termination of the Agreement.

## **ANNEX I. – CLOUD SERVICE LEVEL AGREEMENT**

This Service Level Agreement sets forth the standard service levels that apply to the provision of Cloud Services specified in the respective Product Schedule and Ataccama Cloud Services Terms and Conditions. Ataccama offers Support Services for the Cloud Services in three options. Customer may choose one of the following plans according to their use case and requirements: Standard, Gold and Platinum.

### **1. PLATFORM SERVICES AVAILABILITY**

#### **1.1. Calculation of System Availability**

- 1.1.1. The availability of the Ataccama Cloud Services system shall be calculated based on the actual operating time of the system, excluding periods designated as 'Scheduled Service Windows'. Availability means that the Cloud Services are available for access and allow for commercially reasonable use of the Cloud Service. Availability is measured by Ataccama on a monthly basis via heart-beat checks, and the Cloud Services are considered available if there is at the minimum one (1) successful check in each five (5) minute interval (excluding Service Exceptions and Scheduled Downtime).
- 1.1.2. For definitions and specifics on 'Scheduled Service Windows', reference is made to Chapter 3 of this Annex.
- 1.1.3. Availability will be monitored and measured at the dedicated endpoint <https://<customer>.<environment>.ataccama.online>, providing a real-time assessment of the system's performance.

#### **1.2. Recovery Objectives**

- 1.2.1. *Recovery Point Objective (RPO)*: This term defines the maximum targeted period during which data may be lost from the system due to a significant incident, setting the threshold for acceptable data loss.
- 1.2.2. *Recovery Time Objective (RTO)*: This term specifies the targeted time span within which the system's business processes are to be recovered and restored post a disaster or disruption, to prevent unacceptable impacts on business continuity.

#### **1.3. Service Tiers Specifications**

Service Tier	Uptime Guarantee	Recovery Point Objective (RPO)	Recovery Time Objective (RTO)
Essential	Best Effort	Best effort	Best effort
Professional	98.5%	4 hours	48 hours
Enterprise	99.0%	2 hours	48 hours
Dedicated	99.5%	2 hours / 15min*	48 hours / 4 hours*

*\*=optional service for extra fee*

## 2. DISASTER RECOVERY & BACKUP STRATEGY

- 2.1. DR and Backup strategy: Data (stored in databases and disks) is backed up in hourly snapshots to both primary and disaster recovery data centres in incremental backups.

## 3. SERVICE WINDOWS AND MAINTENANCE

### 3.1. Scheduled Service Windows

- 3.1.1. **Frequency:** Ataccama shall have the right to conduct scheduled service windows once every quarter for the maintenance and updates of the Ataccama Cloud Services system.
- 3.1.2. **Duration:** The duration of each scheduled service window shall not exceed **12 hours**, to ensure efficient system maintenance with minimal service interruption.
- 3.1.3. **Notification:** Ataccama commits to providing the Customer with at least **14 days'** advance notice of the planned date for any scheduled service window.

### 3.2. Off-Cycle Service Windows

- 3.2.1. **Provision for Urgent Maintenance:** In exceptional circumstances, Ataccama may require additional, off-cycle service windows for critical updates, specifically for patches addressing security vulnerabilities or data-loss prevention.
- 3.2.2. **Customer Agreement:** These off-cycle service windows will be subject to individual negotiation and agreement with the Customer, ensuring alignment with the Customer's operational needs and minimising disruption.

- 3.3. **Exclusion from Availability Calculation:** Both scheduled and off-cycle service windows are essential for the continuous improvement, security, and maintenance of the Ataccama Cloud Services system. Therefore, these periods are expressly excluded from the calculation of system availability as stipulated in the Service Level Agreement (SLA) of this Master Customer Agreement.

## 4. SCOPE OF SUPPORT SERVICES

- 4.1. The Cloud Services shall be provided in accordance with this Annex. Support Services provided by Ataccama, and any Incidents shall be resolved in accordance with the process and within the set service levels as provided in this SLA.
- 4.2. Ataccama shall provide English speaking remote assistance to Customer contacts for Incidents arising during the normal usage of the Cloud Services, including troubleshooting, root cause analysis, general guidance and recommendations for potential workarounds.

- 4.3. All Customer contacts must be reasonably trained in the use and functionality of the Cloud Services and the Documentation and shall use reasonable diligence to ensure a perceived incident is not an issue with Customer equipment, third-party software, or internet connectivity.

## 5. SUPPORT AVAILABILITY

- 5.1. Customer have the option to select one of the following Support Service Levels for the duration of this Agreement: Standard, Gold, Platinum.
- 5.2. The Support Services provided in this Annex are available within regular Business hours, and the periods stated in this Annex are to be calculated accordingly, unless expressly provided otherwise.
- 5.3. Additionally, Ataccama provides 24x7 Support Services for Priority 1 (Blocker) Incidents. Additionally, Ataccama provides 24x7 Support Services for Priority 2 (Critical) for Platinum level of Support Services. For any other Incidents or inquiries, support is provided during Business hours.

## 6. INITIAL RESPONSE TIME TARGET

- 6.1. The target response times for Incidents related to the Cloud Services are as follows:

Priority Level	Priority Definition	Affected Environment	Standard Response Target	Gold Response Target	Platinum Response Target
1   Blocker	The Cloud Services are not available and are not responding to requests. The Customer cannot login to the platform front-end interface.	PROD	3 hours (24/7)	2 hours (24/7)	1 hour (24/7)
2   Critical	The Cloud Services are responding but functionality is impaired, which is having a serious impact on daily business operations.	PROD	8 hours	4 hours	2 hours (24/7)
3   Major	An incident has a medium-to-low impact, but the Customer can still access and use most functionality of the Cloud Services.	PROD, DEV, TEST	24 hours	16 hours	8 hours
4   Minor	Non-critical Incident, no business impact but user experience may not be optimal.	PROD, DEV, TEST	Best effort	Best effort	16 hours
5   Trivial	A cosmetic or Documentation issue that has no material impact on current productivity.	PROD, DEV, TEST	Best effort	Best effort	Best effort



- 6.2. If Ataccama delivers an acceptable work-around instead of a solution, the severity classification of the respective Incident will drop to severity level 3 or lower.
- 6.3. Initial Response Time Target is calculated as the difference between the time an Incident is appropriately logged into the Ataccama Help Center and the time of Ataccama Support team's first value-added communication. Value-added communication may include, without limitation, requests for additional information, findings from initial issue triage, acknowledgement of commencement of work and timeline for the next step or providing existing information from the knowledge base or Documentation.
- 6.4. Initial Response Time Target for Priority 1 Incidents (and, in the case of Platinum level also Priority 2 Incidents) is calculated in calendar hours. For any other Priorities, it is calculated in Business hours.
- 6.5. Ataccama reserves the right to reclassify any reported Incident misclassified as falling into the Priority 1 (Blocker) category. Unless Customer explicitly specifies the Priority Level, the incident will default to Priority Level 5.
- 6.6. Ataccama HelpDesk allows Customers to also ask questions, general enquiries, request professional services, request new licenses or suggest new features - all of these requests will be handled on best-effort basis by Ataccama, and Ataccama shall make commercially reasonable efforts to respond in the shortest possible timeframe.

## **7. COMMUNICATING WITH SUPPORT**

- 7.1. Customer shall request Support Services in Ataccama Help Center at support.ataccama.com.
- 7.2. Customer shall provide information and cooperation to Ataccama as reasonably required for Ataccama to provide support, (including: aspects of the Cloud Services that are unavailable or not functioning correctly; Incident's impact on users; start time of Incident; list of steps to reproduce Incident: relevant log files or data; wording of any error message). Ataccama will not be bound by the Initial Response Target SLA's specified above in case of Customer contacts' inability or unwillingness to do so.
- 7.3. By default, support is provided in written form via the ticketing system that is a part of Ataccama Help Center.
- 7.4. Additionally, Ataccama Support team may arrange online conferencing / screen sharing sessions. Such sessions may be scheduled only within Business hours and require at least 1 (one) full Business day notice. Ataccama reserves a right to arrange such sessions only when there is a reasonable assumption that such a session is necessary and written communication is not sufficient. Such sessions cannot be arranged for any other purpose than addressing a technical issue (Q&A sessions and general guidance are excluded).

## **8. REMEDIES AND SERVICE CREDITS**

- 8.1. Remedies. If, in any calendar month during the Subscription Term, the Ataccama Solution SLA falls below the availability percentages listed below, then: (a) Ataccama will grant Customer a credit for that month in the form of additional access to the Cloud Services free of charge at the end of the Subscription Term based on the table set forth below ("Service Credits") solely for the additional period of time specified below. Customer may terminate the Agreement without any further liability (other than the payment of any fees due (less Service Credits) for the Ataccama Solution provided to Customer prior to the effective date of such termination), effective ten (10) days after provision of written notice to Ataccama, in the event that the Cloud Services availability is less than one percent below the Availability in any three (3) calendar months out of any period of six (6) calendar months during the Subscription Term. In the event

of such termination, Atacama shall provide a pro-rata refund of any prepaid, unused fees paid for the terminated portion of the Subscription Term (in addition to the cash value of any Service Credits) and shall not have any further liability for the payment of Fees for any future time period that may be remaining on the Subscription Term. The Service Credits and termination rights as provided for in this Section are Customer's sole and exclusive remedy, in particular but not limited to cases when Ataccama breaches this Service Level Agreement and/or Ataccama does not meet the Recovery Time Objective or Recovery Point Objective set out in this Service Level Agreement.

- 8.2. Service Credit table. In order to be eligible for the remedies set forth above in Section 8.1 above, Customer must notify Ataccama in writing of Customer's intent to exercise the respective remedy within ten (10) days of the end of the month in which the Ataccama Solution and the Cloud Services fall below the target Availability. To be eligible for the Service Credit remedies, the Customer must be current in their payment obligations and in compliance with the Agreement.

Availability	Service Credit
0.1 – 2.0% below target	3 days
2.1 – 5% below target	4 days
5.1 - 10% below target	5 days
10.1 - 15% below target	7 days
15.1 - 25% below target	10 days
25.1% or more below target	15 days

\*The cloud platform Availability uptime is applicable to the production environment only. Service Credits are calculated as Cloud Services days (calendar days). The parties may agree on an alternative compensation.

## 9. **ADDITIONAL SERVICES**

- 9.1. Every type of task or service not covered in this document and requested by the Customer from Ataccama shall be based on the mutually agreed Statement of Work, which will be subject to additional charges, unless agreed otherwise, and shall include accountable reasonable travel expenses approved upfront, if applicable.
- 9.2. For avoidance of doubt, any consultancy services, such as step-by-step guidance regarding implementation or configuration of a particular feature, assistance in meeting specific technical or business requirements, and Platform Services training, lie outside the Support Services scope. Such consultations may be provided as paid Professional Services upon mutual agreement between Ataccama and Customer.

## 10. **MAINTENANCE UPDATES**

- 10.1. Ataccama intends to provide the Customer with Updates to keep the Cloud Services adequately secure, error free, up-to-date with hardware and software development, and possibly add new features. All Updates will be distributed by the same means as the Cloud Services (Ataccama Cloud Terms and Conditions). Ataccama however does not warrant any particular frequency of the Updates, material extent, or issues covered by the Updates.

- 10.2. All new and patch versions are made available free of charge, as long as the Customer is up-to-date with payment of all Fees.

## ANNEX II. – DEFINITION OF TIERS

In the Ataccama Cloud Services product offering, we provide multiple tier options. Detailed information on each tier is available in the table below:

	Essential	Professional	Enterprise	Dedicated
<b>Available Product suites</b>	- ONE Data Quality and Catalog	- ONE Data Quality and Catalog - ONE MDM	- ONE Data Quality and Catalog - ONE MDM	- ONE Data Quality and Catalog - ONE MDM
<b>Drivers</b>	Standard drivers set*	Standard drivers set*	Standard drivers set* + Custom drivers for hybrid	Standard drivers set* + Custom drivers
<b>Connectivity</b>	- Public	- Public - Public with Allowlist	- Public - Public with Allowlist - AWS Private Link - Azure Private Link	- Public - Public with Allowlist - AWS Private Link - Azure Private Link - VPN (optional, extra serv. fee) - VDI (optional, extra service fee)
<b>Hybrid processing</b>	No	Yes	Yes	Yes
<b>Time-to-delivery</b>	1 business day	1 business day	1 business day	2-3 Weeks
<b>Upgrade path and supported versions</b>	- DQG: Automatic upgrades within scheduled maintenance windows - always the latest version	- DQG: Automatic upgrades within scheduled maintenance windows - always the latest version - MDM: manual upgrades within scheduled maintenance windows - always the latest version	- DQG: Automatic upgrades within scheduled maintenance windows - always the latest version - MDM: manual upgrades within scheduled maintenance windows - always the latest version	- DQG: Automatic or manual upgrades within scheduled maintenance windows -always the latest LTS version + security patches - MDM: manual upgrades within scheduled maintenance windows - always the latest LTS version + security patches
<b>Sizing</b>	S	S, M, L	M, L, XL	L, XL

	Essential	Professional	Enterprise	Dedicated
<b>Number of DPEs</b>	Max 2	Licences equal instances	Licences equal instances	Licences equal instances
<b>Regions**</b>	<ul style="list-style-type: none"> <li>- EU</li> <li>- US</li> <li>- Asia Pacific</li> <li>- Australia</li> <li>- South America</li> <li>- South Africa</li> <li>- Middle East</li> </ul>	<ul style="list-style-type: none"> <li>- EU</li> <li>- US</li> <li>- Asia Pacific</li> <li>- Australia</li> <li>- South America</li> <li>- South Africa</li> <li>- Middle East</li> </ul>	<ul style="list-style-type: none"> <li>- EU</li> <li>- US</li> <li>- Asia Pacific</li> <li>- Australia</li> <li>- South America</li> <li>- South Africa</li> <li>- Middle East</li> </ul>	<ul style="list-style-type: none"> <li>- EU</li> <li>- US</li> <li>- Asia Pacific</li> <li>- Australia</li> <li>- South America</li> <li>- South Africa</li> <li>- Middle East</li> </ul>
<b>SSO (Single Sign On)</b>	No	Yes	Yes	Yes
<b>Number of environments</b>	Customer choice	Customer choice	Customer choice	Customer choice
<b>Disaster Recovery</b>	No	Yes	Yes	Yes
<b>RPO (Recovery-Point-Objective)</b>	Best effort	4 hours	2 hours	2 hours / 15min***
<b>RTO (Recovery-Time-Objective)</b>	Best effort	48 hours	48 hours	48 hours / 4 hours***
<b>Availability</b>	Best effort	98.5%	99%	99.5%
<b>Available Support levels</b>	Best effort	<ul style="list-style-type: none"> <li>- Standard</li> <li>- Gold</li> </ul>	<ul style="list-style-type: none"> <li>- Gold</li> <li>- Platinum</li> </ul>	<ul style="list-style-type: none"> <li>- Platinum</li> </ul>

\* Please contact an Ataccama representative for detailed information on the standard drive set.

\*\* Please contact an Ataccama representative for detailed information on the supported regions set.

\*\*\* For an additional fee, we offer an optional RPO/RTO setup tailored to your individual system architecture. Please contact an Ataccama representative for detailed information.



### ANNEX III. – SIZING OPTIONS AND DEPENDENCIES

In the Ataccama Cloud Services product lineup, we offer a variety of sizing options that come with certain dependencies. For detailed information, please refer to tables below:

***Table of Available Sizing Combinations:***

	Essential	Professional	Enterprise	Dedicated
<b>Ataccama Cloud Environment</b>	S	S, M, L	M, L, XL	L, XL
<b>DPE*</b>	S, M, L, XL	S, M, L, XL	S, M, L, XL	S, M, L, XL
<b>Snowflake</b>	S, M, L, XL	S, M, L, XL	S, M, L, XL	S, M, L, XL
<b>Spark</b>	S, M, L, XL	S, M, L, XL	S, M, L, XL	S, M, L, XL

*\* All DPEs in one environment will have same size*

**Table of Operational Capacity for Sizing Options:**

	S	M	L	XL
<b>DQG</b>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 5 concurrent users</li> </ul> <p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 5 sources</li> <li>- 20 monitored tables</li> </ul> <p><b>Typical usecase:</b> Data sources documentation</p> <ul style="list-style-type: none"> <li>- 5 sources</li> <li>- 5000 catalog items</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 10 concurrent users</li> </ul> <p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 5 sources</li> <li>- 50 monitored tables</li> </ul> <p><b>Typical usecase:</b> Data sources documentation</p> <ul style="list-style-type: none"> <li>- 50 sources</li> <li>- 30k catalog items</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 15 concurrent users</li> </ul> <p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 10 sources</li> <li>- 500 monitored tables</li> </ul> <p><b>Typical usecase:</b> Data sources documentation</p> <ul style="list-style-type: none"> <li>- 1k sources</li> <li>- 300k catalog items</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 20 concurrent users</li> </ul> <p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 15 sources</li> <li>- 2k monitored tables</li> </ul> <p><b>Typical usecase:</b> Data sources documentation</p> <ul style="list-style-type: none"> <li>- 30k sources</li> <li>- 30M catalog items</li> </ul>
<b>MDM</b>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 10k records total</li> <li>- 1 concurrent user</li> <li>- 1k records in one entity</li> <li>- 10k changes daily total</li> <li>- 1k changes in a single load</li> <li>- 1k service call total</li> <li>- 100 write service calls daily</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 10M records total</li> <li>- 5 concurrent users</li> <li>- 1M records in one entity</li> <li>- 200k changes daily total</li> <li>- 1k changes in a single load</li> <li>- 10k service call total</li> <li>- 1k write service calls daily</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 100M records total</li> <li>- 10 concurrent users</li> <li>- 20M records in one entity</li> <li>- 2M changes daily total</li> <li>- 1k changes in a single load</li> <li>- 50k service call total</li> <li>- 10k write service calls daily</li> </ul>	<p><u>Up to</u></p> <ul style="list-style-type: none"> <li>- 1000M records total</li> <li>- 20 concurrent users</li> <li>- 200M records in one entity</li> <li>- 20M changes daily total</li> <li>- 1k changes in a single load</li> <li>- 100k service call total</li> <li>- 50k write service calls daily</li> </ul>
<b>DPE</b>	<p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 1M records in total</li> </ul> <p><b>Typical usecase:</b> Sources documentation</p> <ul style="list-style-type: none"> <li>- sample size 1k records per CI</li> <li>- full size avg 10k records per CI</li> </ul>	<p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 10M records in total</li> </ul> <p><b>Typical usecase:</b> Sources documentation</p> <ul style="list-style-type: none"> <li>- sample size 1k per CI</li> <li>- full size avg 10k records per CI</li> </ul>	<p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 100M records in total</li> </ul> <p><b>Typical usecase:</b> Sources documentation</p> <ul style="list-style-type: none"> <li>- sample size 10k per CI</li> <li>- full size avg 100k records per CI, max 10M records per CI</li> </ul>	<p><b>Typical usecase:</b> DQ Monitoring</p> <ul style="list-style-type: none"> <li>- 800M records in total</li> </ul> <p><b>Typical usecase:</b> Sources documentation</p> <ul style="list-style-type: none"> <li>- sample size 10k per CI</li> <li>- full size avg 100k records per CI, max 100M records per CI</li> </ul>



	S	M	L	XL
<b>Snowflake</b>	<i>Up to</i> Small warehouse	<i>Up to</i> Large warehouse	<i>Up to</i> 2xLarge warehouse	Unlimited
<b>Spark</b>	<i>Up to</i> 8 spark executors' job	<i>Up to</i> 32 spark executors' job	<i>Up to</i> 128 spark executors' job	Unlimited

**ADDENDUM B - STATEMENT OF WORK (sow) TEMPLATE  
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**

**STATEMENT OF WORK (SOW) # [01-2022, 02-2023 etc.]  
PARTIES**

This Statement of Work ("SOW") is entered into on [insert date] (the "Effective Date") by [Ataccama – insert correct entity name], a company incorporated and existing under the laws of [insert], having its principal place of business at [insert] ("Ataccama") and [Customer entity], company incorporated and existing under laws of [insert], having its principal place of business at [insert] ("Customer").

Preamble

**WHEREAS**

- (I) Ataccama and Customer concluded the Master Software License and Services Agreement ("**Agreement**") on [insert date];
- (II) In relation to the Licensed Software, the Customer desires to obtain Professional Services as further specified in this SOW;
- (III) Pursuant to the terms of the Agreement, the Parties therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, agree as follows:

**1 GENERAL TERMS**

- 1.1 This SOW applies to the delivery of Professional Services related to the Licensed Software. The Professional Services shall be performed remotely from the Ataccama location(s), unless agreed otherwise.
- 1.2 This SOW is incorporated into the Agreement and supplements the terms and conditions in the Agreement as they relate to Ataccama's provision of Professional Services. In the event of any conflict between the terms of this SOW and any terms of the Agreement, this SOW's terms shall control.
- 1.3 The term of this SOW ("**SOW Term**") shall commence on the Effective Date and shall expire in accordance with Section 2.4 of this SOW.

**2 SCHEDULE OF PROFESSIONAL SERVICES**

- 2.1 Objective. The current SOW covers .....
- 2.2 Scope. The following Work Packages are in the scope of Professional Services under this SOW:

[table to be updated as per agreed scope]

ID	Work Package	Detail
WP.A	Instructor-led training	Instructor-led training in the summary volume of ..... Training Days for up to ..... participants as described in detail in Clause 2.2.a here below.
WP.B	Platform stand-up	Installation of the Licensed Software to maximum two target environments in the default configuration, including applying Customer's SSL certificates (if required) and integrating with Customer's user federation (LDAP). All other customizations (e.g. integration with data sources, identity provider or others that may be required) are subject to Work Package WP.C.

WP.C	Minimum viable product (MVP)	Consulting, advisory, configuration and similar Professional Services in the maximum volume of ..... consulting hours to assist the Customer with the minimum viable product implementation and provide additional knowledge transfer. ALTERNATIVE 1: The Parties will agree on the details of the Professional Services per service request or within two weeks of executing this SOW.  ALTERNATIVE 2 in case more detail on MVP is available: The details are described in detail in Clause 2.2.b here below.
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a. Instructor-led training Work Package detail:

[insert]

*Note: Training materials are provided as part of the deliverables to enable the Train-the-Trainer model. Recording of the training sessions for internal use is possible*

b. Minimum viable product Work Package detail:

[insert]

2.3 Outputs/Deliverables. The joined team of Ataccama and Customer will deliver the following main outputs:

[table to be updated as per agreed scope]

ID	Work Package	Deliverables / Outputs	Assumptions
WP.A	Instructor-led training	<ul style="list-style-type: none"> <li>- Training Days as described in Cl. 2.2.a delivered</li> <li>- Training materials delivered</li> </ul>	-
WP. B	Platform stand-up	<ul style="list-style-type: none"> <li>- Specification document provided</li> <li>- Ataccama Environment Stood Up and integrated with Customer's LDAP</li> </ul>	- Prerequisite is enabling access for Ataccama to the target environments.
WP.C	Minimum viable product (MVP)	<ul style="list-style-type: none"> <li>- Consulting hours delivered in the volume specified by this SOW</li> <li>- The Parties may agree on specific outputs/deliverables per service request</li> </ul>	-

2.4 Timeline. The services under this SOW shall commence on the Effective Date and shall expire upon the later of (i) delivery of contracted capacity of consulting hours under this SOW, (ii) provision of all Professional Services under this SOW, or (iii) .....

2.5 Teams. The following teams are assumed for the delivery under this SOW: The planned Ataccama team roles include: [list to be updated as per agreed scope]

- (i) Engagement / Project Manager
- (ii) Solution Architect / Principal Consultant
- (iii) Senior Solution Consultant
- (iv) Senior Platform Consultant

The proposed approach assumes the active participation of the Customer during the project. Assumed Customer team roles include: [list to be updated as per agreed scope]

- (v) Project manager
- (vi) Functional - Solution team
  - Solution owner
  - Technical data stewards / power Users / analysts / data engineers
- (vii) Non-functional team

- Cloud Services Engineering / DevOps
- Contributors: IT security, IT Architecture, .....

2.6 Cooperation inputs. The following cooperation inputs from the Customer are assumed and required for the delivery of Professional Services under this SOW:

[table to be updated as per agreed scope]

ID	Work Package	Inputs
WP.A	Instructor-led training	<ul style="list-style-type: none"> <li>• Coordination of Customer's training participants</li> <li>• Active participation at training sessions, training room (if applicable)</li> </ul>
WP. B	Platform stand-up	<p>For non-Ataccama Cloud Services</p> <ul style="list-style-type: none"> <li>• Infrastructure for target environments with installed pre-requisites (e.g. Java, DB) as per the specification provided by Ataccama and mutually agreed.</li> <li>• Grant to Ataccama SSH remote access to the server machine, incl additional security measures (e.g. VPN setup) - as applicable. Read/write access to the application server installation folder, as well as DDL query access rights to the repository databases.</li> <li>• Requirements for user management, security and non-functional requirements and collaborate on their fulfillment.</li> </ul> <p>For Ataccama Cloud Services</p> <ul style="list-style-type: none"> <li>• Collaborate on the preparation of the Specification document (share security requirements and requirements for integration with authentication and authorization system)</li> <li>• Collaborate on integrating the Ataccama Cloud Services with Customer's environment (e.g. provide white-listed IPs)</li> </ul> <p>If applicable, install software components within Customer's environment (only applicable for "hybrid" deployment the details of which shall be outlined in the Specification document)</p>
WP.C	Minimum viable product (MVP)	<ul style="list-style-type: none"> <li>• Active participation in the solution design, configuration and testing</li> <li>• Reasonable access to full extracts from all systems in scope in agreed format (e.g. files stored in file system). Documentation of data extracts, or consultancy/workshops to enable Ataccama TO understand the data structures and source data semantics.</li> <li>• Integration inputs and outputs including their documentation.</li> <li>• xxxxx</li> </ul>

General cooperation inputs:

- Reasonable access to Customer stakeholders, including ad-hoc consultations, review and approvals as necessary for Ataccama to perform the Professional Services during the SOW Term.
- Reasonable access to environments, data, and (if applicable) licenses to applications as necessary for Ataccama to perform the Professional Services during the SOW Term.
- Active participation of Customer teams in solution design and configuration, periodic sprint planning and reviews.
- Solution testing and QA.

### 3 FEES, VOLUMES AND PAYMENT TERMS

3.1 Fees for Professional Services: The maximum Fees for Professional Services as defined in Clause 2 of this SOW is \$xxxx comprising of:

- (i) Fixed price Fee for Work Package WP.A (Instructor-led training) amounting \$xxxx; and

- (ii) Fixed price Fee for Work Package WP.B (Platform stand-up) amounting 16,500; and
- (iii) Time and material Fee for Work Package WP.C (Minimum viable product) with a fixed (maximum) budget not to exceed \$xxxx and the maximum volume of consulting hours not to exceed XXXXX without prior written Change Order to this SOW; the Fee shall be based on the following hourly rates and the estimated number of hours:

Seniority level	Hourly rate excl. travel and tax	Estimated number of hours	Est. services fees excl. travel and tax
Principal Consultant / Solution Architect	xx	xx	xx
Principal Engagement Manager	xx	xx	xx
Senior Engagement Manager	xx	xx	xx
Senior Solution Consultant	xx	xx	xx
Solution Consultant	xx	xx	xx
Senior Platform Engineer	xx	xx	xx
Platform Engineer	xx	xx	xx
<b>Sum</b>	n/a	xx	xx

*Note: The above rates are quoted with the assumption of Time & Material engagements.*

*Minimum number of consulting hours per service request is 4 hrs for remote and 34 hrs for onsite consulting (per consultant).*

- 3.2 Net prices. The above rates and fees are in [insert currency], excluding travel expenses and tax.
- 3.3 Travel expenses necessary for the performance of Professional Services under this SOW shall be billed separately based on actuals, in accordance with the Agreement / Customer's travel policy attached hereto as Annex I [add this if Customer travel policy is attached].
- 3.4 Changes. Extension of volume of hours, if required to perform the Professional Services under this SOW, will be agreed by the Parties in a Change Order in accordance with Clause 14 of the Agreement.
- 3.5 Payment terms.
  - (i) The Fee for Work Package WP.A (Instructor-led training) will be invoiced upon the completion of the Work Package WP.A;
  - (ii) The Fee for Work Package WP.B (Platform stand-up) will be invoiced upon the completion of the Work Package WP.B;
  - (iii) The Fee for Work Package WP.C (Minimum viable product) will be invoiced monthly in arrears based on summary activity reports provided by Ataccama.

Additional payment terms are defined in Agreement.

## 4 CONTACT PERSONS OF THE PARTIES

- 4.1 Listed below is the name and address of a project manager for each of Customer and Ataccama.

**Customer project manager**

**Ataccama engagement or project manager**

Name:  
Telephone:  
E-mail:

Name:  
Telephone:  
E-mail:

## 5 DEFINITIONS

- 5.1 All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
- 5.2 The following additional terms apply for this SOW:

"Training Day"	means two training sessions, each in the length of 3 to 3.5 hours, unless agreed otherwise.
"Work Package"	means a group of related tasks as specified in Clause 2.2 of this SOW.

## 6 SIGNATURES

**IN WITNESS** of which this SOW has been entered into by the Parties on the Effective Date stated at the beginning of it:

**[Insert Company name]**

Signature

Print name

Title

Date

**[Ataccama – insert correct entity name]**

Signature

Print name

Title

Date

**ADDENDUM C – CHANGE ORDER TEMPLATE  
MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT**

ataccama

**ATACCAMA CHANGE ORDER NO. \_\_\_\_\_**

This Change Order Form (“CO”) is between [ATACCAMA ENTITY], a \_\_\_\_\_ corporation with headquarters located at \_\_\_\_\_ for the benefit of itself and its parent company, if any, and subsidiaries, affiliates, joint ventures, partnerships, managed and contracted entities (“Ataccama”) and [CUSTOMER ENTITY], a \_\_\_\_\_ corporation with principle place of business at \_\_\_\_\_, (“Customer”), and is concluded on the day and year last below written (“Effective Date”).

WHEREAS, the Parties have entered into a Master \_\_\_\_\_ Agreement (the “Agreement”) effective as of \_\_\_\_\_,

WHEREAS, pursuant to Section 14 of the Agreement, the Parties agree to make the additions or modifications as described below and amend the Agreement accordingly.

WHEREAS, This CO is subject to change based on the individual requirements of each order. The content of any CO is binding only when fully executed by both parties.

**THEREFORE**, in consideration of the mutual promises, covenants, conditions, and provisions contained and referenced herein, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties have reviewed and accepted all referenced material and any appendices, exhibits, or other attachments hereto and agree to be bound by the terms and conditions set forth in the Original Agreement as well as this CO as follows:

**CHANGE ORDER SPECIFICATIONS**  
(COMPLETE ALL THAT ARE APPLICABLE)

DESCRIPTION OF CHANGE(S)	[DESCRIPTION OF CHANGES IN SOLUTIONS]  [DESCRIPTION OF CHANGES IN SOW:  WORK PACKAGE ID #, VOLUMES AND SERVICES, MAXIMUM BUDGETS ETC.]  [The Services will be performed on a T&M basis provided the total fees for services under this Change Order will not exceed _____, unless mutually agreed to by the Parties.]
ATTACHMENT(S):	[ATTACHMENT REFERENCES AND DESCRIPTION]
ORIGINAL FEES:	[INSERT ORIGINAL CHARGES, IF NET CHARGES APPLICABLE]
FEES IMMEDIATELY PRIOR TO THIS CHANGE ORDER AND NET CHANGE TO FEES [IF APPLICABLE]	[IF NOT APPLICABLE, STATE N/A]

INCREASE/DECREASE TO FEES UNDER THIS CHANGE ORDER:	[i.e. The fees for the Solutions, in accordance with Section ____ of the Original Agreement, is a [x]-Year Guaranteed Annual Subscription license fee in the amount of XXXX [USD/CAD]] [PRODUCT : FEES] [PRODUCT : FEES] [PRODUCT: FEES]
INVOICE OR PAYMENT SCHEDULE/ REFERENCE TO AGREEMENT SECTION	[NEW INVOICE OR PAYMENT SCHEDULE] [INSERT REFERENCE TO AGREEMENT SECTION]
EFFECTIVE DATE	[DELIVERY/COMPLETION DATE] [DELIVERY CHANNEL]
OTHER RELATED ADJUSTMENT EVENTS:	[INSERT OTHER ADJUSTMENT EVENTS]

#### **A. FEES AND PAYMENT TERMS**

Ataccama shall be entitled to invoice for the Solutions Fee in accordance with the terms of Agreement, unless mutually agreed otherwise.

The first payment is due upon signature of this CO, further upon each anniversary of the Effective Date, unless mutually agreed otherwise.

All fees are exclusive of applicable taxes. Applicable taxes will be applied according to legal and tax requirements valid in the country of the Customer.

All fees shall be paid via wire transfer on the account of the other contracting party stated in the invoice.

#### **B. GENERAL CONDITIONS**

This CO is subject to the terms and conditions of the Agreement and amends the Agreement. Capitalized terms used but not defined herein have the meanings assigned to them under the Agreement.

This CO shall become effective upon the Effective Date defines below.

This CO has been drawn up in two counterparts, of which each of the contractual parties shall receive one.

Each Party shall pay its own costs and expenses in connection with preparing, drafting, negotiating and executing this CO. Except as modified by this CO, all other terms and conditions of the Agreement, as amended or modified by prior formal amendments or Change Orders, remain in full force and effect. This CO is executed by each of the Parties' duly authorized representatives.

IN WITNESS THEREOF, the parties have executed this CO as of the [DAY] day of [MONTH], 2023 [the "Effective Date"].



***[Insert Company name]***

Signature

Print name

Title

Date

***[Ataccama Entity Name]***

Signature

Print name

Title

Date