

SUBSCRIPTION END-USER LICENSE AND SERVICES AGREEMENT

The following subscription end-user license and services agreement ("Agreement") constitutes a legal agreement between the company or entity on whose behalf you are entering into this Agreement ("Licensee") and Protegrity USA, Inc., a Delaware corporation ("Licensor"), with its principal office at 333 Ludlow St., South Tower 8th Floor, Stamford CT 06902. Licensee's use of the Software is subject to this Agreement.

BY ACCEPTING THIS AGREEMENT (THE DATE OF SUCH ACCEPTANCE, THE "EFFECTIVE DATE"), LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH MAY BE UPDATED BY LICENSOR FROM TIME TO TIME. THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF LICENSEE REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND LICENSEE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF SUCH INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH HEREIN, HE OR SHE MUST NOT ACCEPT THIS AGREEMENT AND LICENSEE MAY NOT USE THE SOFTWARE.

ANY AND ALL USE OF PROTEGRITY'S SOFTWARE AND SERVICE PROVIDED UNDER THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Grant of Subscription License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable Subscription License to the Software, for use in Licensee's internal operations for license term purchased under the respective marketplace registration (the "Subscription Term") in accordance for deployment within the authorized Licensed Site(s) set forth on the respective marketplace purchase, which shall continue so long as Licensee is maintaining such subscription through the respective marketplace and remitting the respective payment.

2. Compliance.

Any and all use of the Software is subject to the terms and conditions of this Agreement, any exhibits and appendices hereto, and Licensee's compliance thereto.

3. Restrictions

Licensee agrees not to make and shall not cause to make any unauthorized copies, modify reverse-engineer, decompile or disassemble any Software or Deliverables or create or cause to create any derivative works thereof. Licensee shall not remove or obscure and shall retain in the Software and any copy thereof, any copyright, trademark, patent or other proprietary rights notice that appears thereon. Licensee is not authorized to: use any Software or Deliverables as an application service provider, service bureau or otherwise make any Software available for use by third parties, except for service providers used by Licensee solely in connection with outsourced operations for the sole benefit of Licensee in compliance with this Agreement, or embed or integrate the Software or any of its features and functionalities in Licensee's products and/or applications for sale or licensing to third parties, or to be operated anywhere else than in Licensee's internal systems. For the avoidance of doubt, the Software or Deliverables shall not be made available for resale, sublicensing or distribution or service offerings which provide the Software (including its tokens, encryption keys or de-identified data etc.) or Deliverables on a standalone basis to third parties.

Each Subscription License is restricted to Licensee's operations ("Licensee's Operations") (i) as it exists on the effective date of this Agreement and (ii) changes to exist as a result of (x) unlimited organic growth of Licensee's Operations, and (y) growth through acquisitions by no more than twenty percent (20%) of the total annual revenue of Licensee's Operations during the respective Subscription Term set forth on this Agreement ("Growth

through Acquisition"). Should Licensee's Operations grow beyond the Growth through Acquisition, use and deployment of the Software by the acquired business having caused the growth of the total annual revenue of Licensee by more than twenty percent (20%) may be subject to additional license fees as may be agreed between the parties in writing.

Further should Licensee purchase a Subscription License and Licensee is (a) acquired by a third party, (b) the majority of the assets of Licensee Operations is sold to a third party, or (c) Licensee and/or any part of Licensee's Operations is sold to a third party, then any and all use of Software licenses in the sold or merged operations shall be limited to the scope of said business which prior to the respective transaction was a part of Licensee's Operations (i.e. use of the licenses subject to the Subscription License shall not extend to the third party).

The Subscription License is restricted to the respective entity that is listed as "Licensee" and may not be used by any affiliates of Licensee. Any use by affiliates shall be subject to additional fees and a separate agreement.

4. Software Dependencies

Licensee understands and acknowledges that use of third party developed software, hardware, virtual hardware, or other devices, including but not limited to servers, operating systems and database software, may be required for use of the Software, Deliverables or services provided by Licensor. Licensee further acknowledges that Licensor does not provide such third party products and that Licensor is not responsible for acquisition, deployment, installation, and/or configuration and/or maintenance and/or support for such third party products.

5. Security and Reports

Licensee agrees to take all reasonable steps to prevent unauthorized access to and use of any Software, services and Deliverables. Licensee agrees to allow Licensor, to audit Licensee's compliance with these license terms, during normal business hours no more than once per year and without unreasonable disturbance to Licensee's operations. Additionally, during the Subscription Term, Licensee agrees that upon Licensor's request, Licensee shall produce report(s) which include the license metrics and usage metrics of the Software deployed by Licensee and shall confirm Licensee's compliance with the terms of this Agreement and any respective marketplace registration. This Agreement and Licensee's right and license to use the Software may be terminated immediately if Licensee fails to use the Software in accordance with the terms of this Agreement and as authorized under the marketplace.

6. Delivery of Software

Software will be delivered solely by means of making it available to Licensee via electronic provisioning.

7. Ownership of Intellectual Property

Licensor and its licensor, Protegrity Corporation, retain full ownership of all Software, services and its Deliverables and all intellectual property therein and provided in connection with this Agreement. This Agreement does not provide Licensee any rights or licenses to Licensor's and its licensor's intellectual property beyond the use of the Software, services and Deliverables "As is" and in accordance with this Agreement.

8. Professional Services

Licensor offers consulting and training services relating to installation, deployment and use of the Software (all of which are referred to as "Professional Services"). If Licensor provides Professional Services to Licensee, Licensor shall perform all Professional Services in a professional and workmanlike manner.

Licensor's Professional Services may be consumed during Licensor's standard business days (e.g. excluding any public holidays and Saturday and Sunday), unless otherwise mutually agreed in writing between the parties. The parties shall mutually agree on the timeline for performance of any such Professional Services.

Licensor shall at its sole discretion select and designate one or more of Licensor's qualified consultants to each respective Professional Services engagement. Licensor reserves the right to substitute any of its consultants in any engagement at any time, subject to each substitute having proper qualifications and skills needed to perform the tasks of the engagement. Licensor may use outside contractors having adequate qualifications and skills to perform the consulting work for Licensee; however, Licensor shall remain responsible for the supervision, timeliness, and quality of the work of all such contractors and for all compensation to such contractors. Should the Licensee on reasonable grounds request substitution of any one of Licensor's consultants, Licensor agrees to replace such individual by another consultant as soon as reasonably possible.

Should Licensor provide Licensee any Deliverables in connection with a Professional Services engagement, Licensor hereby grants to Licensee a license to use, reproduce and display such Deliverables and such pre-existing intellectual property contained within the Professional Services and Deliverables solely within Licensee's internal operations in connection with the Professional Services and Licensee's use of the Software during its respective Subscription Term for such Licenses.

Any and all engagements for enhancement and/or software customization services shall be subject to a separate written agreement, to be executed by the parties.

9. Maintenance and Support Service

Maintenance and Support is included in the annual license fees for the Subscription License. Maintenance and Support is subject to Licensor's standard terms and conditions for such service prevailing at the beginning of each respective annual period included in the Subscription Term. Licensor's standard Maintenance and Support terms as these prevail as of the Effective Date are attached hereto as Exhibit A.

10. Fees

Licensee shall pay the respective fees for the Software and services provided under this Agreement during the Subscription Term in accordance with any payment terms set forth in the applicable invoice.

11. Taxes

Licensee agrees to pay any and all sales or other indirect taxes, customs, duties and other similar charges against Licensor arising from the sale or delivery of the Licenses, Maintenance and Support, and/or Professional Services covered under this Agreement.

12. Limited Warranty

TO THE EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE, SERVICES AND DELIVERABLES ARE LICENSED AND/OR PROVIDED "AS IS", WITHOUT ANY WARRANTIES OTHER THAN THE LIMITED WARRANTIES EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

13. Indemnity

Subject to Licensee having a valid License in effect for the respective Software, Licensor will defend and indemnify Licensee for legal claims brought by a third party against Licensee alleging that the Software, any part thereof, infringes any patents, copyright, trademark or trade secret of a third party in effect in the country where the

Licensed Site is located. Licensee agrees to reasonably cooperate with Licensor in the defense or settlement of such claims and to allow Licensor to assume sole control over all actions needed for defending Licensee against such claims. Licensee shall have the right to participate in such claim at its sole cost and expense. The foregoing indemnity is conditioned upon Licensee notifying Licensor promptly in writing of such claim, provided, however, that the failure of Licensee to give Licensor such written notice will not relieve Licensor of its obligations hereunder except to the extent such failure materially prejudices (or results in material prejudice to) Licensor's defense of such claim.

If the Software is held by a court of competent jurisdiction to constitute infringement and its use is enjoined, Licensor shall at its sole discretion either promptly procure the right for Licensee to continue using the Software or promptly replace or modify the infringing Software so that it becomes non-infringing.

Licensor's liability is limited to the extent that there is (i) a modification of the Software by anyone other than Licensor or without Licensor's prior written consent where, but for such modification, there would be no infringement; (ii) a combination of the Software with any third party software or hardware where such combination is the cause of such infringement and such combination is not pursuant to Licensor's guidance; or (iii) use of a version of Software other than the then current version if infringement would have been avoided with the use of the then current version.

14. LIMITATION OF LIABILITIES

LICENSOR (AND ITS LICENSOR) SHALL NOT BE LIABLE TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR (A) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (B) LOSSES CAUSED BY BUSINESS INTERRUPTION, (C) LOSS OF GOODWILL OR REPUTATION, (D) LOSS OF OR CORRUPTION OF DATA, OR (E) ANY INDIRECT, PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL, OR CONSEQUENTIAL COST, EXPENSE, LOSS OR DAMAGE, EVEN IF SUCH COST, EXPENSE, LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR MIGHT REASONABLY HAVE BEEN CONTEMPLATED BY THE PARTIES AND WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE.

THE MAXIMUM LIABILITY OF LICENSOR (AND ITS LICENSOR) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL IN AGGREGATE BE LIMITED TO THE LOWER OF (A) THE AMOUNT OF FEES FOR THE RESPECTIVE MARKETPLACE REGISTRATION OR SOW OR (B) ONE MILLION U.S. DOLLARS.

NOTWITHSTANDING THE ABOVE, LICENSOR SHALL NOT BE LIABLE TO LICENSEE TO THE EXTENT THAT A CLAIM ARISES FROM LICENSEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

15. Confidentiality

The parties hereby acknowledge and agree that each party may be provided with or given access to the other party's Confidential Information. The Recipient shall employ the same degree of care in preventing the disclosure of the Confidential Information to a third party (or parties) as it uses with regard to its own Confidential Information of similar importance, provided that in no event shall the Recipient employ less than a reasonable degree of care. The Recipient shall disclose Confidential Information of the other party only to employees and consultants who have a need to know the Confidential Information for purposes of performing or exercising the rights granted under this Agreement and shall use Confidential Information of the other party only for such purposes, provided however, that in each case, the Recipient shall ensure that every person to whom such disclosure is made is bound by obligations of confidentiality that are materially no less restrictive than those set forth in this clause and is liable for any unauthorized use or disclosure. Confidential Information shall not include, and neither party shall have any obligation of confidentiality with respect to information to the extent that it (a) is in, or comes into the public domain (except as a result of a breach of this provision); (b) is received without

obligation of confidentiality by the Recipient from a third party not under an obligation of confidentiality with respect thereto; or (c) is independently developed by the Recipient without access to the Confidential Information of the Discloser. Recipient may, if ordered to do so by a regulatory authority with jurisdiction over it or if it is required to be disclosed by the Recipient under operation of law, court order, or other valid legal process, disclose the Confidential Information of the Discloser to such regulatory authority or other recipient, provided sufficient written notice is given to the Discloser prior to such disclosure to enable Discloser to seek an order limiting or precluding such disclosure.

Promptly upon termination of this Agreement, or at any time upon Discloser's request, Recipient shall promptly, at Discloser's option, either return or destroy all or any part of the Confidential Information, and all copies thereof and other materials containing such Confidential Information, and Recipient shall, upon Discloser's written request, certify in writing its compliance with the foregoing. Notwithstanding the foregoing, Recipient may keep a copy of Discloser's Confidential Information to comply with applicable law, rules and regulatory purposes, and/or for archival purposes, so long as such retained Confidential Information remains subject to the obligations of confidentiality set forth herein for as long as such Confidential Information is retained.

The parties acknowledge that in the event of a breach of this section, damages may not be an adequate remedy and either party shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual, in addition to any other rights and remedies available to such party under this Agreement or at law or in equity.

16. Assignments

The Licenses, Deliverables, and services and this Agreement are not assignable without the prior written approval of Licensor. Licensor may assign this Agreement and its respective Exhibits and/or SOWs to an affiliate of Licensor, or in the event of a merger of Licensor, acquisition of the majority of Licensor's voting stock, or sale of substantially all of Licensor's assets without Licensee's written consent.

17. Amendments

All changes to these terms and conditions of this Agreement shall be made in written amendments signed by both parties.

18. Entire Agreement

This Agreement, including its exhibits, comprise the entire agreement between the parties on the subject matter. No additional terms in a separate order form or any other documents shall have any effect, unless set forth in a written agreement executed by the parties.

19. Severability

If any provision of this Agreement is found to be illegal or unenforceable, such portion will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

20. Publicity

Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental agency and reference, in which case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public announcement prior to issuing the press release or making the public announcement; however, Licensor may use Licensee's name and logo in its sales presentations and marketing vehicles and activities.

21. Governing Law

Unless expressly agreed in a document signed by authorized representatives of each party to this Agreement, the Licenses, services and Deliverables shall be governed by the laws of the state of Delaware and Licensee consents to the exclusive jurisdiction and venue in either the state or United States federal courts in the state of Delaware.

22. Export Laws & Compliance with Laws

The Software and Deliverables granted to Licensee are subject to the export laws and regulations of the United States and all import regulations of such other countries where the authorized Licensed Sites are located. Licensee shall comply with all applicable export laws and regulations as well as import obligations laws and duties in connection with its use of the Software and/or Deliverables. Licensee further represents and warrants that it is not and will not be owned or controlled by any person or entity identified on the U.S. Department of Commerce Bureau of Industry ("BIS") Entity List, BIS Denied Parties List, or the Specially Designated Nationals List administered by the U.S. Department of Treasury Office of Foreign Assets Control, and Licensee warrants that the Software and Deliverables will be not be used in any end-use prohibited under the Export Administration Regulations, including without limitation, in the design or manufacture of chemical, biological, nuclear weapons (weapons of mass destruction) or missile systems. Licensee further agrees to comply with all such applicable laws and regulations regarding the Software, services and Deliverables.

Both parties agree it shall, and shall be responsible for ensuring that its affiliates, directors, officers, employees, agents, or representatives, including without limitation independent attorney's financial advisers, analysts and independent accountants ("Representatives") and subcontractors shall, perform all of their obligations under this Agreement in compliance with all labor and employment laws applicable to that party in the jurisdictions in which it or its Representatives, or subcontractors conduct business including without limitation those that address child labor, forced labor, slavery, human trafficking, equal pay and nondiscrimination in the workforce. Both parties shall not engage in or encourage others to engage in human trafficking or the use of child labor, forced labor or slavery. If a party becomes aware of a breach of this obligation, it shall promptly notify the other party in writing. Violation of this section will be considered a material breach of the Agreement resulting in immediate termination. Both parties represent and warrant that at the date of this Agreement and during the pendency of the Agreement that neither party, its Representatives, or subcontractors have (1) been convicted of any offence involving slavery or human trafficking; and (2) to the best of its knowledge, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

23. Termination

23.1 End of Term

Upon expiration of Licensee's right to use the Software, Licensee shall discontinue use of any and all respective Software except Licensee shall have one (1) month from the expiration of the Subscription Term for decryption and/or detokenizing of any data encrypted and/or tokenized during the Subscription Term. Any additional decryption or detokenization after the one (1) month period shall be subject to an additional fee as mutually agreed upon by the parties.

23.2 Termination for Material Breach

Each party shall have the right to terminate this Agreement, SOW or a marketplace registration with immediate effect on giving written notice to the other party if the other party breaches any material provision of the terms and conditions of this Agreement, and that material breach is either not capable of being remedied, or the party fails to remedy within thirty (30) days after receiving written notice of such breach.

- (a) If Licensor terminates this Agreement, a respective marketplace registration, and/or a SOW as a result of a material breach by Licensee, Licensee shall upon such termination discontinue all use of the respective Software, and/or the Deliverables immediately, and permanently remove all copies from its systems and destroy all copies of the respective Software and/or Deliverables.
- (b) Should the material breach be due to Licensor, subject to Licensee's compliance with the terms and conditions of this Agreement, Licensee shall (1) be permitted to continue to use the Software and Deliverables until the end of the Subscription Term subject to Licensee's continued payment of the agreed license fees and its compliance with the terms and conditions of this Agreement if material breach is related to the License; or (2) continue to allow Licensor to perform the remaining services set forth in a respective SOW if the material breach is related to the SOW.

24. Conflict

If there is a conflict between this Agreement and any exhibit, invoice, and/or SOW, the terms of the respective exhibit, invoice and/or SOW shall govern.

25. Survival

Those clauses intended to survive shall survive termination of this Agreement.

26. Non-Solicitation

During the term of this Agreement and for a one (1) year period thereafter, Licensee will not directly or indirectly solicit for employment or hire as an independent contractor any employee or independent contractor of Licensor, or any former employee or independent contractor of Licensor within a one (1) year period following termination of employment or status as an independent contractor. The foregoing restrictions shall not apply to general solicitations by means of non-targeted searches (i.e. the advertisement of employment opportunities on internet sites).

27. Definitions

"Confidential Information" means information which is disclosed verbally, in writing or in other tangible form, that is proprietary and confidential to the party including, without limitation, information relating to a party's software, documentation, technology, management, business operations and plans, organizational structure, policies, procedures, business relationships and clients.

"Deliverable" means any work product produced and delivered under the Professional Services.

"Discloser" means the party disclosing the Confidential Information.

"Documentation" means the configuration, installation, technical specification and user manuals made available to Licensee by Licensor.

"License" or "Subscription License" means a license to use the Software during the Subscription Term for deployment at the Licensed Site(s).

"Licensed Site" means the site(s) where Licensee may install the Software, as set forth in the respective marketplace registration or invoice. The Licensed Sites include Licensee's on-premise data centers and cloud hosted environments, all of which are for use for the sole benefit of Licensee. Such cloud hosted environments include those environments for which the Software is made commercially available for distribution on such environments and such Software is supported by Licensor.

"Maintenance and Support" means the maintenance and support services provided by Licensor to Licensee to maintain and support the Software.

"Professional Services" means Licensor's consulting and training services provided to Licensee.

"Recipient" means the party receiving the Confidential Information.

“Software” means all of Licensor’s generally available software products, which consist of the executables, objects, configuration files, libraries, scripts and byte codes in such form as made available for downloading or electronically provisioned to Licensee by Licensor.

“Statement of Work” or **“SOW”** means the terms and conditions relating to the respective Professional Services engagement.

“Subscription Term” means the term during which Licensee may use the Software and/or Deliverables which is set forth in the respective marketplace registration.

SOFTWARE MAINTENANCE AND SUPPORT SERVICE TERMS AND CONDITIONS

1. MAINTENANCE AND SUPPORT SERVICE

1.1. Covered Software.

All Maintenance and Support service is limited to the Supported Versions of the licensed Software solely in the format as electronically provisioned by Licensor for which Licensee has a Maintenance and Support service contract in effect.

1.2. Updates and new releases.

Upon the release of a new Major Version or Minor Version of each licensed Software, Licensor shall make an announcement of the release and within a reasonable time make it available to each Licensee having a Maintenance and Support service contract in effect for the respective licensed Software.

1.3. Solutions for Errors.

Licensor shall use its commercially reasonable efforts to develop a Bug Fix or another solution for correction of any reproducible Error in the Maintained Software. Such efforts shall be commensurate with Error Severity Category and to the initial response time frames set forth in Schedule 1.

1.4. Methods of Maintenance and Support.

All Maintenance and Support service will be made available for Licenses and Licensor through the Protegrity Customer portal: <https://my.protegrity.com>. For questions, you can also reach support through our email: support@protegrity.com. The contact information may be updated or specified by Licensor from time to time.

1.5. Support Plan; Telephone hours.

Licensee shall have access to Licensor's Support Team, twenty four (24) hours per day (24/7/365).

1.6. Support language.

All support will be provided in English language only.

1.7. Support provided outside of Licensor's premises.

Maintenance and Support service does not include any support services to be performed on Licensee's premises or any other location outside Licensor's premises. Offering of support services outside Licensor's premise shall be at the sole option of Licensor and subject to additional fees to be separately agreed for each situation.

1.8. Ending of support to Versions and Updates.

Licensor's Software Maintenance and Support shall be in effect for each version (i.e. Major Version or Minor Version) of the Protegrity Platform for eighteen (18) months from the announced date of general availability date of the ESA on the respective Protegrity Platform version (or the date of release of the respective product if not on the Protegrity Platform), after which such version shall no longer be supported, unless Licensee purchases Licensor's extended support as described in Section 1.12 or the respective Protegrity Platform (or respective product if not on the Protegrity Platform) remains the Current Version meaning that no subsequent version has been made generally available within such eighteen (18) months support period.

1.9. End of Life of Software Products

Should Licensors decide to end of life (“EOL”) any licensed Software, Licensors shall provide Licensee with at least twelve (12) months’ notice (“Notice Period”). Licensors shall provide Maintenance and Support for such EOL licensed Software during the Notice Period and offer extended support in accordance with Section 1.12. In the event Licensors has a commercially generally available software product which incorporates the material features and functionalities of the EOL licensed Software (“Replacement Software”), Licensors shall provide Licensee with such Replacement Software in the licensed quantity to use such Replacement Software subject to the terms of the Agreement to perform the material functionality of the EOL licensed Software at no additional fee; however, if Licensee wants to have access to any additional features and functionalities of the Replacement Software, Licensee may be required to pay additional fees.

1.10. Limitations.

Licensors shall have no obligation to provide Maintenance and Support service in connection with questions or problems that arise from:

- (a) any modification(s), customization(s), configuration change(s), alteration(s) or addition(s) to the licensed Software in a manner other than as described in the Documentation and are made without Licensors’ written approval. For clarity, any modifications and/or customizations provided by Licensors’ Professional Services’ team shall not be subject to the terms and conditions set forth herein and shall be subject to a separate written agreement between the parties and additional fees;
- (b) use of the licensed Software (i) in a manner other than described in Documentation or (ii) in conjunction with software, equipment, or an Operating Environment different from the one specified in each Software order (e.g. marketplace registration, license schedule, order form) of the Agreement and the Documentation respectively; and/or
- (c) gross negligence or intentional misconduct by any user of the licensed Software.

1.11. Sole Remedy

Provision of Maintenance and Support service as described in this Section 1 is Licensors’ sole obligation, and Licensee’s sole remedy, with respect to Maintenance and Support service of the Maintained Software. Licensors shall have no other liability or obligation with respect to any Errors or other real or perceived problems with the Maintained Software.

1.12. Extended Support

After expiration of the eighteen (18) year support period set forth in Section 1.8 or the Notice Period in Section 1.9, Licensors may at its sole discretion offer to Licensee for the respective version of the Protegrity Platform (or respective product if not on the Protegrity Platform) or the respective EOL licensed Software, one (1) year of extended support, which shall be subject to an additional fee and Licensors’ terms and conditions for such respective product on the respective Protegrity Platform (or respective product if not on the Protegrity Platform), which shall be separately provided to Licensee.

2. LICENSEE’S RESPONSIBILITIES

Licensors’ provision of Maintenance and Support service shall be contingent on Licensee’s compliance with the following obligations:

- (a) Licensee’s personnel shall have knowledge and experience in the Software sufficient for proper interaction with Licensors in matters of (i) configuration and operation of the licensed Software, (ii) Licensee’s Operating Environment and (iii) processes and applications involving use of the licensed Software.
- (b) Licensee shall install each Update within a reasonable time after it is made available to Licensee; however, if Licensee does not install such Update, Licensors shall only be required to provide

Maintenance and Support services for such versions and Updates in accordance with Section 1. Further, Licensor shall be relieved of any liability related to such failure of Licensee to install an Update which corrects a security vulnerability.

- (c) Licensee shall provide Licensor with documentation, data, details and reasonable assistance to enable Licensor to diagnose and correct reported Errors. This shall include reasonable access (on-site or remote as requested by Licensor) to the applicable Maintained Software, the equipment on which such Maintained Software is installed and operating and relevant documentation, records and sample output and other diagnostic information.
- (d) Licensee shall be responsible for its data, including if customary, maintaining backup copies of the data.
- (e) Licensee shall ensure that all third party products not provided by Licensor used in conjunction with Licensed Software are properly installed, configured and operational, and that the third party for which the Software is interoperable is supported by the respective third party.

3. MISCELLANEOUS

3.1. Contact persons.

Licensee shall channel all its support requests through its designated primary and back-up technical contact persons in all matters relating to Maintenance and Support service and shall provide the contact information of such persons to Licensor.

3.2. Maintenance and Support Provisions.

Licensee shall receive Maintenance and Support for licensed Software for so long as Licensee has a valid Subscription License in effect, as Maintenance and Support is included in such Subscription License.

3.3. Suspension of Performance.

If, at any time, Licensee has renewed its Subscription License, but has not paid all amounts due for the Subscription License, other than the amounts disputed in writing, Licensor shall have the right, by giving Licensee thirty (30) days advance notice, to suspend its Maintenance and Support service until such time as payment is made.

4. DEFINITIONS

“Bug Fix” means the repair or replacement of a part of the Maintained Software in the form of a Patch to remedy an Error.

“Current Version” means the latest or newest version of the Protegrity Platform as defined by the version delivery date for the ESA version, which is currently offered by Licensor to customers and/or prospects as the latest or newest version.

“Documentation” means the written information made available for downloading to Licensee at the same time as the licensed Software describing the operation and functionality of the Software.

“Error” means any material and reproducible failure of the Maintained Software to operate in accordance with its Documentation.

“Error Severity Categories” mean:

“Severity 1” or “S1” means an incident, which renders Licensee’s production system at a halt and unable to process data involving use of Maintained Software;

“Severity 2” or “S2” means an incident, which causes serious disruption of a major business function involving use of Maintained Software, but can be temporarily solved by a Workaround;

“Severity 3” or “S3” means an incident, which causes Maintained Software not to operate as designed, but having only a moderate impact on Licensee’s use of Maintained Software; and

“Severity 4” or “S4” means an incident, which indicates only a minor problem or represents a request for enhancement.

“Agreement” means the license agreement between Licensor and Licensee.

“Initial Response Time” means the target time frame for Licensor to initially respond to Licensee when an Error is reported, which shall be commensurate with the Error Severity Category.

“Licensor’s Website” means www.Protegrity.com or any successor web site designated by Licensor.

“Maintained Software” means Licensor’s Supported Version of a specific software product licensed under the Agreement, for which Licensee has a Maintenance and Support service contract in effect.

“Major Version” means a version of the software product, which adds one or more substantially new functionalities or otherwise includes substantial additions to the Supported Version.

“Minor Version” means a version of the software product, which adds one or more new features and/or functionalities, or otherwise makes one or several changes to the Supported Version.

“Operating Environment” means the operating environment on which the Software is supported to operate with (operating system, network, hardware configuration, databases and file systems, if any, and specific versions thereof) as specified in each License Schedule, marketplace registration or in Appendix A of Agreement and/or the Documentation respectively.

“Patch” means one Bug Fix or a set of Bug Fixes and may also include new features and/or functionalities.

“Protegrity Platform” means the Enterprise Security Administrator (“ESA”) and the Protectors;

“Protectors” means all protectors (including the gateways).

“Service Pack” means a set of Patches issued since the release of the most recent Service Pack (if any) or since the release of the respective version. If Licensor has multiple Service Packs for the version of the Maintained Software, then the most recent Service Pack will incorporate all previously released Service Packs for the version.

“Software” means the set of executables, objects, configuration files, libraries, scripts and byte codes made available for downloading (shipped), electronically provisioned to Licensee by Licensor that are necessary to make the licensed Software program to install or create an instance of and operate in the specified Operating Environment.

“Solution” means the proposed resolution to address an Error, question or enhancement request, which shall be commensurate with the Error Severity Category.

“Subscription License” means a license to use the Software for the designated subscription identified and further supplemented in the respective marketplace registration to the respective Agreement.

“Supported Versions” means Licensor’s Current Version and each version of the Protegrity Platform (i.e. Major Version, Minor as their associated Patches and Service Packs) (or respective product if not on the Protegrity Platform) for 18 (18) months from the announced date of general availability date of the ESA on the respective Protegrity Platform (or respective product if not on the Protegrity Platform).

“Update” means a Patch or a set of Patches in form of a Service Pack.

“Workaround” means a change in the procedures to be followed by the user of Maintained Software to avoid an Error without significantly impairing performance of the Software.

Schedule 1

Error Severity Categories and Initial Response Time Targets

Licensor shall use its diligent efforts to achieve the Solutions and meet the Initial Response Times set forth in this Schedule 1. Licensee agrees to provide Licensor with assistance and access to Licensee representative who have access to the systems on which the Software is installed to aid in diagnosing the Error. Licensor represents and warrants that once a S1 and/or S2 Error is confirmed and diagnosed, Licensor shall dedicate its resources to resolving the problem in an expedited manner and such resources shall work continuously on the Error until a Solution is reached. For clarity, Licensee acknowledges and agrees that Errors can be caused by items outside of Licensor's control which shall in turn delay Licensor's ability to provide Solutions to Licensee.

Severity Category	Initial Response Time	Solution
S1 – production system(s) down	One (1) hour	Workaround and/or emergency error fix for affected product on the Protegrity Platform, if required.
S2 – operation of a production system is severely disrupted	Two (2) hours	Workaround and/or emergency error fix for affected product on the Protegrity Platform, if required.
S3 –software does not operate as designed, moderate impact	Four (4) business hours	Workaround and/or Bug Fix for affected product on the Protegrity Platform planned in a future release based on the nature of the Error and/or request, if required.
S4 – minor problem or request for enhancement	Within one (1) business day	Workaround and/or Bug Fix for affected product on the Protegrity Platform may be planned in a future release based on the nature of the Error and/or request or a response to a question or certification request, if either is required.