

REVEAL DATA CORPORATION

SAAS TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY (A) ENTERING INTO AN ORDER FORM WITH REVEAL, AN AFFILIATE OF REVEAL, OR AN AUTHORIZED RESELLER OF REVEAL; (B) CLICKING TO ACCEPT OR AGREE WHERE SUCH OPTION IS MADE AVAILABLE TO CUSTOMER, OR (C) ACTUALLY USING OR ACCESSING THE SERVICE (THE "EFFECTIVE DATE").

These Terms of Service constitute an agreement (the "Agreement") by and between Reveal Data Corporation, a Delaware corporation ("Reveal") and the corporation, LLC, partnership, sole proprietorship, other business entity, or individual ("Customer") agreeing to this Agreement. Reveal and Customer may be referred to individually as a "Party" and collectively as "Parties." This Agreement is effective as of the Effective Date. Customer's use of and Reveal's provision of the Service (as defined below in Section 1) are governed by this Agreement.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement:

- a. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. "Documentation" means Reveal's standard information related to use of the Service, which can be found at <https://revealdata.com/documentation>.
- c. "Feedback" means any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users.
- d. "Hosted Data" means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by Customer or Customer's Users.
- e. "Order Form" means the document, whether written or electronic, setting forth the fees and other terms related to Customer's purchase of the right to use the Service, and which is governed by these Terms of Service.

Privacy Policy" means Reveal's Privacy Policy found at <https://www.revealdata.com/privacy-policy> which is incorporated into this Agreement.

f. "Service" means the hosted eDiscovery and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Reveal to its customers.

g. "Site" means Reveal's web site located at <https://www.revealdata.com> or as otherwise provided to Customer by Reveal.

h. "User" means any individual who uses the Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. ACCESS AND USE OF THE SERVICE

a. Provision of Access. Subject to and conditioned on Customer's payment of fees and compliance with all the terms and conditions of this Agreement, Reveal hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for use by Users in accordance with the terms and conditions of this Agreement. Such use is limited to Customer's internal use. Reveal shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service. A User's access to and use of the Service signifies their acceptance of Reveal's service terms and obligations as detailed in this Agreement. Customer will ensure its Users comply with the terms of this Agreement. Customer will be liable for all acts and omissions of its Users, including but not limited to any fees or expenses incurred through a User's use and access to the Service.

b. Documentation. Customer may access, reproduce, and use the Documentation solely as necessary to support Users' use of the Service.

c. System Requirements. A stable internet connection and modern, generally commercially available browser such as Firefox or Google Chrome is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers. For a list of currently supported browsers see the Documentation.

d. Updates; Modifications. Reveal reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time; provided Reveal will not make any such change in a way that materially diminishes the functionality of the Service without providing reasonable notice to Customer.

e. Trial Period. This Agreement also applies to any trial period that Customer may be using, which begins when Customer first accesses the Service. During any such trial period certain usage restrictions may apply. If Customer upgrades to a paid subscription plan and desires to keep the Hosted Data uploaded during the trial period,

the trial period Hosted Data retained will become billable at the then-current rates pursuant to Section 11 of this Agreement. Termination will occur immediately upon expiration of the trial period if Customer does not upgrade to a paid plan. ANY NATIVE DATA ENTERED OR UPLOADED INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE DURING THE TRIAL PERIOD, WILL BE PERMANENTLY DELETED AND UNAVAILABLE UNLESS CUSTOMER UPGRADES TO A PAID SERVICE PRIOR TO THE CLOSE OF THE TRIAL PERIOD. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT WILL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL FREE TRIALS ONCE THE INITIAL TRIAL PERIOD HAS EXPIRED.

f. Suspension of the Service. Without limiting Reveal's termination rights herein, Reveal reserves the right, at any time, with or without notice in Reveal's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of Reveal's network, hardware, or associated systems or those of Reveal third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of this Agreement by Customer or any of its Users; (f) any failure by Customer to pay an invoice when due; (g) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Reveal to do so; or (h) the expiration or termination of this Agreement. Reveal will use reasonable efforts to notify Customer of any scheduled maintenance. Reveal will not be liable for any suspension or disablement of the Service that occurs pursuant to this Section 2.f.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS.

a. General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement or applicable law. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Service and shall cause Users to comply with such provisions.

b. Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode,

adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that compromises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Notification of Unauthorized Use. Customer will immediately notify Reveal of any actual or threatened unauthorized use of or access to the Service or Customer's Hosted Data that comes to Customer or a User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Additionally, Customer will provide Reveal with such cooperation and assistance related to any such unauthorized use as Reveal may reasonably request. Notification of such unauthorized use or other security concerns should be reported to Reveal at security@revealdata.com.

4. HOSTED DATA.

a. Ownership of Hosted Data. Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Hosted Data. Customer grants Reveal a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Hosted Data and perform all acts with respect to the Hosted Data as may be necessary for Reveal, Reveal's personnel, and Reveal's authorized third parties to provide the Service, including, but not limited to, maintenance of the Service and Customer's account, improving search and tagging functions with Customer's account, and supporting the integrity of the Service and data processing systems. Customer hereby irrevocably grants all such rights and permissions in or relating to Hosted Data as are necessary or useful for Reveal in the provision of the Service.

b. Customer Responsibility. Customer shall retain sole responsibility for: (a) all Hosted Data, including its content and use; (b) all information, instructions and materials provided by Customer or any User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or Customer and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Reveal will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data.

c. Customer Access and Security. 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 account access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service.

d. Data Privacy and Security. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site, and does not apply to any third-party website or service linked to the Service. Reveal shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Hosted Data, including encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies) as further described in Exhibit C hereto (Security Guide). Except otherwise set forth in this Agreement, Reveal shall not disclose Hosted Data to any third party for any purpose other than to provide the Service, support, or related services to Customer.

e. Processing of Hosted Data. Customer understands and acknowledges that it may submit, upload, or process through the Service a variety of different data types, and any such data may have existing encryption, or automatic image conversion issues. As a result of these pre-existing issues, there may be times when: (a) Hosted Data cannot be extracted and processed; (b) a certain amount of Hosted Data may not be suitable or available for extraction from text, metadata or other information; or (c) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "Exception" or "Exceptions"). Such Exceptions may limit the function of any searching, filtering or other analysis of the Hosted Data within the Service. Additionally, Customer understands that in processing data there are times data is lost or damaged. Customer will be responsible for and shall maintain adequate back-up and archival copies of all Hosted Data. Reveal shall bear no liability with respect to any Hosted Data that is lost or damaged as a result of the processing of Hosted Data.

f. Data Processing Addendum. To the extent the Service provided to Customer will include processing of personal data subject to the laws of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including, without limitation, the General Data Protection Regulations, the Reveal's [Data Processing Addendum](#) shall be incorporated herein by this reference, and each Party agrees to comply with the terms and conditions set forth in such Data Processing Addendum.

g. Aggregated Statistics. In the course of providing the Service, Reveal may monitor Customer's use of the Service and collect and compile statistical data and performance information, analytics, metadata, or similar information, generated

through instrumentation and logging systems, regarding the operation of the Service, including Customer's use of the Service ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Reveal. Aggregated Statistics will not include any Hosted Data. Nothing in this Agreement shall restrict Reveal's right to collect Aggregated Statistics or to use it for any internal business purpose, or in the manner permitted under applicable U.S. law; provided that such Aggregated Statistics do not identify Customer, Users, or Customer's Confidential Information.

5. INTELLECTUAL PROPERTY; FEEDBACK.

a. Ownership. Reveal owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Reveal's Confidential Information, and the Feedback including all intellectual property rights contained therein. Except for the express rights granted in Section 2, no other licenses or rights are granted by Reveal, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. Customer may not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service or the Site, in whole or in part, without prior written permission from Reveal.

b. Feedback. Customer grants to Reveal and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Service the Feedback.

c. Trademarks. The Service and Site contain valuable trademarks owned and used by Reveal to distinguish Reveal services from those of others. The Service and Site may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Reveal does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Reveal's trademarks without Reveal's prior written consent.

6. CONFIDENTIALITY.

a. Confidential Information. "Confidential Information" shall include confidential or proprietary technical, business or financial information and materials disclosed by Customer or Reveal to the other Party, whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Hosted Data constitutes Customer Confidential Information. Notwithstanding the foregoing, the Service, and any associated pricing, documentation, product roadmaps, business and marketing plans, and any information related to the foregoing constitutes

the Confidential Information of Reveal, regardless of a lack of confidentiality marking or reasonableness determination.

b. Confidentiality Obligations. Both Parties agree to hold Confidential Information in confidence and protect such Confidential Information from disclosure to any third party, other than as expressly set forth in this Agreement and to limit access to the other Party's Confidential Information to such of its personnel, agents, subcontractors, suppliers and/or consultants, if any, who have a need to access such information in accordance with the terms of this Agreement. Both Parties agree that all Confidential Information is proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

c. Exceptions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party without restriction on use or disclosure; (iii) was independently developed by the receiving Party without breach of any obligation owed to disclosing Party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

d. Compelled Disclosures. Notwithstanding the foregoing, Reveal reserves the right to disclose Confidential Information in response to an order of a court or other governmental body of competent authority or as otherwise required by law or regulation to be disclosed ("Compelled Disclosure"), provided that, Reveal will use reasonable efforts to provide Customer with prior notice (to the extent legally permitted) in order to afford Customer an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. Customer is responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such prior notice, Reveal will not be liable if Reveal complies with the disclosure after giving Customer a reasonable amount of time to respond.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

a. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself or its Users to or through the Service; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; and (d) the information Customer provides in registering for the Service is accurate, complete, and the Customer has the right to use and disclose such information to Reveal.

b. From Reveal. Reveal warrants that during Term (a) Reveal will not materially decrease the overall security of the Service, and (b) the Service will perform in

accordance with the terms of this Agreement. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" section below.

c. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. REVEAL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. REVEAL DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND REVEAL EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS ARE STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED REVEAL DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT REVEAL WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER HOSTED DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

8. LIMITATION OF LIABILITY.

a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REVEAL, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "REVEAL PARTIES") SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S USERS, OFFICERS, EMPLOYEES, AGENTS,

SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR GOODWILL, INTERRUPTION OR LOSE OF USE OF THE SERVICE; OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED BY CUSTOMER PARTIES UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF REVEAL OR THE REVEAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REVEAL AND THE REVEAL PARTIES MAXIMUM COLLECTIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO REVEAL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER ARISING UNDER OR RELATED TO A CLAIM OF BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF REVEAL OR THE REVEAL PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. ANY CLAIM BY CUSTOMER RELATED TO THIS AGREEMENT OR THE SERVICE AND SITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE IN WHICH THE CLAIM FIRST COULD BE FILED. IF IT IS NOT, THEN THAT CUSTOMER CLAIM IS PERMANENTLY BARRED.

9. INDEMNIFICATION.

a. Indemnification by Customer. Customer will defend, indemnify and hold Reveal, its affiliates and licensors, and Reveal's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from (a) the Hosted Data, including any processing of the Hosted Data by or on behalf of Reveal in accordance with this Agreement; (b) Customer's or Customer's Users' use of the Service or Site; (c) any violation by Customer or Customer's Users of this Agreement, or applicable laws; or (d) Customer's or Customer's Users' infringement or violation of the intellectual property rights or other rights of another. Reveal will provide Customer with notice of such claim and Reveal reserves the right to assume sole control of the defense.

- b. Indemnification by Reveal. Reveal will indemnify, defend, and hold harmless Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Reveal in writing of, a Claim Against Customer, provided Customer (i) promptly gives Reveal written notice of the Claim Against Customer, (ii) gives Reveal sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Reveal all reasonable assistance, at Reveal's expense. If Reveal receives information about an infringement or misappropriation claim related to the Service, Reveal may in its discretion and at no cost to Customer (A) modify the applicable Product so that it is no longer claimed to infringe or misappropriate, without breaching Reveal's warranties under "Reveal Warranties" above, (B) obtain a license for Customer's continued use of that Product in accordance with this Agreement, or (C) terminate Customer's subscriptions for that Product upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the Term. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Product is the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the applicable Product or any part thereof with software, hardware, data, or processes not provided by Reveal, if the Product or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from a Product under an Order Form for which there is no charge; (4) if the alleged infringement arises from third-party materials or data; (5) if the alleged infringement arises from a modification of the materials other than by or on behalf of Reveal; (6) if the alleged infringement arises from a failure to timely implement modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Reveal; or (7) a Claim Against Customer arises from a Customer's breach of this Agreement or the Documentation.
- c. Exclusive Remedy. This section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

10. TERM AND TERMINATION.

- a. Term. This Agreement will remain in effect until the term of any subscription as set forth in an Order Form concludes, or if this terminated by either Customer or Reveal as set out below ("Term").
- b. Termination.

- i. Either Party may terminate this Agreement for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
 - ii. If this Agreement is terminated by Customer for cause in accordance with Section 10.b.i, Customer shall be entitled to a refund of any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by Reveal in accordance with the Section 10.b.i., Customer will pay any unpaid fees covering the remainder of the term. In no event will termination relieve Customer of its obligation to pay any fees payable to Reveal for the period prior to the effective date of termination.
- c. Export and Destruction of Hosted Data. During the Term or a trial period, and so long as Customer is in compliance with the terms and conditions of this Agreement, Customer will have the ability to export or retrieve Hosted Data from the Service at any time, and Reveal will make Hosted Data available to Customer for export or download for up to thirty (30) days after expiration of the Agreement. After such 30-day period, Reveal will have no obligation to maintain or provide any Hosted Data and will thereafter delete or destroy all copies of Hosted Data in its systems or otherwise in its possession or control, unless legally prohibited. Customer acknowledges that the Service is not intended to be utilized as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Hosted Data as required under its own internal record retention policies or as required under applicable law relating to record retention.
- d. Survival. Sections 4.a., 4.g., 5, 6, 7, 8, 9, 10.c., 11, and 13 shall survive the termination or expiration of this Agreement.

11. PAYMENT OF FEES.

- a. Pricing. Customer agrees to pay all fees as agreed between Reveal and Customer via the Site or other pricing agreement, incurred in connection with its account. Fees will be invoiced monthly, unless otherwise agreed to by the parties. Customer may upgrade its subscription to the Service, if such upgrades are available, at any time to accommodate additional requirements. If Customer chooses to upgrade, any existing fees arrangement will be terminated and replaced by a new fees arrangement reflecting the upgrades.
- b. Payment Terms. Payment of fees shall be paid in the form as directed on the Site. All payments are due within seven (7) days of the billing date. If payment is not received in thirty (30) days of the billing date Reveal reserves the right to suspend the Service until Reveal receives and processes all payments. If payment is not received

at the end of sixty (60) days from the billing date, Reveal reserves the right to terminate this Agreement and delete all Hosted Data. Alternatively, at Reveal's sole discretion, in the event that payment is late, Reveal reserves the right to charge interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower, calculated from the payment due date until the date that full payment is received. Reveal reserves the right to modify the fees at any time upon notice via the email address provided by Customer.

c. No Refunds. Except as detailed in Section 10.b.ii., all fees associated with the Service are non-refundable. Customer understands and acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

12. SUPPORT/MAINTENANCE/AVAILABILITY OF SERVICE.

a. Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Reveal, or due to a Force Majeure Event (as defined in Section 13.b). Under no circumstances will Reveal be held liable for any financial or other damages due to such interruptions. The Support Guide attached as Exhibit A hereto described the support services Reveal will provide in connection with this Agreement. Exhibit B contains the Service Level Availability terms.

13. GENERAL.

a. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within the Cook County, Illinois.

b. Technology Export. Customer shall comply with all applicable U.S. export control laws and regulations for the exportation of software and technology. Customer acknowledges that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain commodities and technical data of United States of America or foreign origin, including the Products and/or the Service. Customer agrees that it will not export or re-export any Product without the appropriate United States or foreign government license or permits. Nothing in the section shall be deemed to grant any implied license to Customer that is not expressly set forth in this Agreement. Without limiting the foregoing, Customer hereby represents that the following statements are true and will remain to be true during the Agreement Term: (a) Customer is not a citizen, national, or resident of, and are not under control of, the government of Cuba, Iran, North Korea, Syria, Venezuela, Russia, certain regions of the Ukraine (Donetsk, Luhansk and Crimea), nor any other country to which the United States has prohibited export; (b) Customer will not download or otherwise export or re-export any Product nor provide access to the Service, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) Customer is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially

Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is Customer listed on the United States Department of Commerce Table of Denial Orders; and (d) Customer will not download or otherwise export or re-export the Products nor provide access to the Service, directly or indirectly, to persons on the above mentioned lists. The Customer shall defend, indemnify and hold the Reveal Group harmless from and against all claims and liability relating to a breach of this section.

c. Anti-Corruption. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

d. Government Restricted Rights. This section applies to all acquisitions of the Products or Services subject to this Agreement by or for the United States federal government, including by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal government. The Products and Services and related documentation were developed at private expense and are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 (for civilian agencies) and 48 C.F.R. § 227.7202 (for Department of Defense agencies), as applicable. Consistent with and subject to 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7702-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only such rights as are granted to all other end users pursuant to the terms herein. Any provisions of this Agreement inconsistent with federal procurement regulations or other federal law are not enforceable against the U.S. Government. Unpublished rights are reserved under the copyright laws of the United States. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in the Products and Services or on any packaging or other media associated therewith. This section does not grant Customer or any user any rights not specifically set forth in this Agreement, including without limitation any right to distribute the Products or Service to the United States federal government.

e. Force Majeure. Reveal will not be liable for any delay or failure to perform under this Agreement due to circumstances beyond Reveal's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within Reveal's possession or reasonable control, and denial of service attacks ("Force Majeure Event").

f. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Reveal and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between Customer and Reveal relating to the subject matter of this Agreement and all past dealing or industry custom. Notwithstanding the foregoing, in the event that Customer has executed a separate Master Services Agreement or License Agreement with Reveal apart from this Agreement, then such Master Services Agreement or License Agreement with Reveal shall govern over the terms of use of the Service. In the event of any conflict between

this Agreement and any of Reveal's policies posted online, including without limitation the Privacy Policy or a Data Processing Addendum, if applicable, the terms of this Agreement will govern.

g. Notices; Electronic Communications. Reveal may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Any notices to be provided to Reveal or questions with respect to the terms of this Agreement shall be sent to notices@revealdata.com, and such notices will be deemed received 72 hours after they are sent.

h. Assignment. Customer may not assign this Agreement in whole or in part, by operation of law or otherwise, and any attempt to do so will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Customer and Reveal's successors and assigns. Reveal may assign its rights, without such consent of Customer to (a) one or more of its subsidiaries, or (b) an entity that acquires all or substantially all of the business or assets of Reveal to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Reveal will provide notice to Customer of such assignment within a commercially reasonable period of time.

i. Waiver. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

j. Independent Contractors. The Parties are independent contractors and shall so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.

k. Third-Party Software. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.

l. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.

m. Amendment. No amendment or modification of this Agreement shall be effective unless it is set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.

Reveal Data Corporation

[CUSTOMER NAME]

Signature:

Alex Becker

Print Name:

Chief Revenue Officer

Title:

Date:

Exhibit A –Support Guide

This Support Guide (“**Guide**”) is subject to, incorporated in, and being entered into pursuant to the Main Subscription Agreement or Terms of Service (“**Agreement**”) between Reveal and Customer. Any capitalized terms used but not defined in this Guide shall have their meanings set out in the Main Agreement.

1. HELP DESK

Reveal shall operate a Help Desk facility to provide the Customer with assistance relating to day-to-day inquiries in respect of the use or operation of the Service. If Reveal receives excessive requests for such technical assistance which are reasonably attributable to lack of training in the use of a Product on the part of the Customer’s Users, then Reveal reserves the right to provide such additional technical advice for a fee and pursuant to a written statement of work executed by Customer and Reveal.

2. FAULT CORRECTION

For the purpose of this Maintenance & Support Guide, a “**Fault**” shall mean an error or type of action or incident that occurs when a Product fails to perform as warranted under this Agreement. The Customer shall arrange for all Fault reports to be coordinated through a single point of contact before being passed to Reveal’s Help Desk for action.

Faults shall be categorized according to their severity, as follows:

Level 1 - means an error that has a material to critical business impact on a production system, resulting in Customer’s production system being either down, or functioning at a materially reduced capacity or with materially reduced functionality.

Level 2 – means an error that has some business impact on a production system, resulting in some non-material functionality or loss on Customer’s production system. The Product is usable, but does not provide a non-material function in the most convenient or expeditious manner.

Level 3 - means an Error that does not rise to the level of Medium Severity or High Severity, questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer’s production system.

- 2.1 Reveal shall endeavor to correct Faults in a reasonable timescale with due regard to their impact on the Customer’s business.
- 2.2 Reveal shall use commercially reasonable efforts to advise Customer within the specific initial response timeframe set forth in paragraph 2.5 the proposed action or interim

strategy to be adopted in response to a reported Fault, according to the severity level defined in paragraph 2.3.

- 2.3 Upon receipt of reporting a Fault by email to support@revealdata.com, via the support portal at support.revealdata.com, or by phone at 877.351.3282, the Reveal Support Team will respond as detailed below.

Priority	Initial Response Time	Target Resolution Time
Level 1 Issue	1 hours	1 business day
Level 2 Issue	2 hours	5 business days
Level 3 Issue	4 hours	Next maintenance update

If Customer's staff member who submitted the support ticket or alternative point of contact as designated in said support ticket is not available, Reveal will not be responsible for adhering to the Initial Response Time set forth in this paragraph. At no time does Reveal guarantee a "fix" or correction during a Target Resolution Time. In connection with reporting any Fault, the Customer will be required to provide Reveal's Support team with a sample of the items perceived to be causing the error. Reveal will provide support and Fault correction services without these items, but providing these items immediately will help to reach resolution for any Fault more quickly. In addition, in some cases the Service may not conform to the Documentation because of a documentation error, rather than a software error, in which case Reveal shall provide corrections to, or corrected, Documentation.

- 2.4 Level of Effort: Reveal will use commercially reasonable efforts commensurate with the then applicable industry standards to provide the Support and Fault correction in a professional and workmanlike manner, but Reveal does not guarantee that every question or problem raised by the Customer will be resolved.
- 2.5 Exclusions to Support and Fault Correction Support and Fault Correction does not include custom development, consulting, or professional services. Furthermore, the following do not constitute Support or Fault correction covered by this Agreement:
- a) Administrator or end user training;
 - b) Customer requested enhancements and features;
 - c) Environment provisioning;
 - d) Environment configuration;

- e) Environment troubleshooting issues not associated with the Service; and
 - f) Troubleshooting problems with data that was not formatted in accordance with Reveal's standard load file specifications.
- 2.6 Reveal shall notify the Customer of all Fault corrections once complete. The Customer shall comply with all instructions provided by Reveal relating to the implementation of the Fault correction, if any.
- 2.7 If, after investigation by Reveal and the Customer, Reveal reasonably determines that the suspected Fault arose due to: (a) the Customer's improper use of the Service (including failure to use the Service in accordance with the Documentation), (b) any fault in the Customer Facilities; (c) the Service's failure to function or provide accurate results because of erroneous or incomplete Hosted Data, or (d) operator error, then Reveal shall be entitled to charge the Customer on a time and materials basis at its then current rates for consulting services for any work carried out in respect of that suspected Fault, pursuant to a statement of work entered into by and between the parties.
- 2.8 Reveal shall use its commercially reasonable efforts to provide Fault correction on a 24-7 basis when the Customer reasonably stipulates that the Fault is a Level 1 Fault.
- 2.9 Global Support. Reveal provides Products to Customers around the globe and deploys a worldwide team to support this global reach. Customer is advised that Reveal and its Affiliates' Support staff will be located in the applicable jurisdictions in which such Affiliates are located, which, as of the date of this Agreement, are: the United States, Canada, United Kingdom, European Union, India and Australia.
- 2.10 Access to Hosted Data. If required to address a Fault, Reveal and its Affiliates may be required to access Customer's account or Hosted Data for the exclusive purpose of addressing a Fault. Such access will be made in accordance with Reveal's security, privacy, and confidentiality policies and procedures as outlined in the Main Agreement, the Security Guide and Privacy Policy. In addition, Customer will, upon request, send Reveal screenshots or share screens with Reveal via a videoconference or remote session or provide other assistance and cooperation reasonably required for Reveal to address a Fault.
- 2.11 Changes to Customer Support Plans. Reveal, in its sole discretion, may change any aspect of its Customer Support plans at any time. In the case that a change results in a material reduction or material adverse effect on the support to be rendered to Customer, such material reduction or effect will not take place during the Customer's paid subscription term without prior consultation with and agreement by the Customer.

3. DOCUMENTATION

The Documentation may be updated from time to time to reflect the changes by Reveal to the Products and such updates shall be made available to the Customer online.

Exhibit B – Service Level Agreement

This Service Level Addendum (“**SLA**”) is subject to, incorporated in, and being entered into pursuant to the Main Subscription Agreement or Terms of Service (“**Main Agreement**”) between Reveal and Customer. Any capitalized terms used but not defined in this SLA shall have their meanings set out in the Main Agreement.

1. DEFINITIONS

- a. “**Customer Cause**” means any of the following causes of an Service Level Failure: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Service by Customer; (b) any maintenance, update, improvement, or other modification to or alteration of the Service by Customer; (c) any use of the Service in a manner inconsistent with the then-current Documentation; (d) any use by Customer of any third-party products that Reveal has not provided or caused to be provided to Customer; (e) any use by Customer of a non-current version or release of the Services; or (f) the Customer Systems.
- b. “**Customer Systems**” means Customer's information technology infrastructure, including Customer's computers, software, databases, electronic systems (including database management systems), and networks.
- c. “**Earn Back**” means, following a claimed Service Level Failure, Reveal revokes or reduces the Service Credits granted to Customer.
- d. “**Service Credits**” means an option, granted to Customer, to extend Customer's subscription for the Service at no additional charge for the specified time period.
- e. “**Service Level Failure**” means a violation of the Uptime Guarantee that results in the issuance of a Service Credit by Reveal to Customer.

2. CUSTOMER RESPONSIBILITIES

- a. In order to qualify for a Service Credit pursuant to this SLA, Customer shall:
 - i. Provide information, support, cooperation and any necessary authorizations as required by Reveal for performing the Services and complying with this SLA. Any information, support, cooperation or authorizations provided by Customer to Reveal as required to provide the Services and comply with this SLA shall be accurate and timely.
 - ii. Comply with all terms of the Main Agreement, including adhering to policies and processes established by Reveal for reporting Service Level Failures and incidents and prioritizing service requests.

- iii. Pay all Fees and other costs and expenses as required pursuant to the Main Agreement.

3. UPTIME GUARANTEE AND SERVICE CREDITS

- a. The Services will be available at least 99% of the time, as measured on a per-minute basis every month, subject to the exclusions set forth below ("**Uptime Guarantee**").
- b. Reveal will make commercially reasonable efforts to promptly notify Customers of any known period of unavailability and a further notice when the Service disruption has ended.
- c. Reveal reserves the right, at any time, in Reveal's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability under this SLA or the Main Agreement, for: (a) emergency maintenance; (b) maintaining the security or integrity of Reveal's network, hardware, or associated systems or those of Reveal's third party; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; or (e) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Reveal to do so. Any such interruption shall not be considered in determining whether the Uptime Guarantee has been met.
- d. Reveal's procedures, delivery of Services, and ability to comply with this SLA may be affected by Customer Causes or changes in applicable laws or regulations. In such cases, Reveal shall bear no responsibility for any directly resulting harm incurred by Customer, and any such harm shall not be considered in determining whether the Uptime Guarantee has been met.
- e. Maintenance shall include, but is not limited to, quarterly planned maintenance window if needed, brief planned maintenance windows (scheduled in advance, as needed), and emergency maintenance windows (critical, unforeseen maintenance needed for the security or performance of the platform). Any such interruption shall not be considered in determining whether the Uptime Guarantee has been met. Reveal will make commercially reasonable efforts to provide notice of scheduled maintenance that may materially affect the access and use of the Service at least twenty-four (24) hours in advance.
- f. If Reveal fails to meet the Uptime Guarantee in any calendar month, provided such error did not result from a Customer Cause, Customer will be eligible to receive a Service Credit as specified below, which will be the sole and exclusive remedy for any failure by Reveal to meet its commitments under this SLA. Customer shall not be entitled to any other rights or remedies set forth in the Main Subscription Agreement or elsewhere for a Service Level Failure.

Monthly uptime percentage	Unpermitted Downtime	Subscription Extension
≥ 98% < 99% uptime	>7 hrs	5 days
≥ 96% < 98% uptime	>14 hrs	15 days
< 96% uptime	>24 hrs	30 days

4. NOTIFICATION PROCESS

- a. Customer must notify Reveal at support@revealdata.com within 30 days after the end of the month in which Reveal allegedly violated the Uptime Guarantee (“**Violation Notification**”) in order to receive a Service Credit.
- b. For any partial calendar month during which Customer subscribes to the Service, availability and compliance with the Uptime Guarantee will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

5. EARN BACK PROCESS

- a. Reveal may Earn Back some or all Service Credits granted to Customer for a violation of the Uptime Guarantee as follows:
 - i. Within 30 days following Reveal’s receipt of a Violation Notification, Reveal shall submit to Customer a report including:
 1. Statistics showing Reveal's performance of the applicable Service for the month in which a Service Level Failure is alleged to have occurred
 2. The type of Service Credits imposed for such Service Level Failures.
- b. If Reveal's average performance during the relevant month equals or exceeds the Uptime Guarantee, then Reveal shall be relieved from paying any Service Credits assessed during the relevant month.

Exhibit C – Security Guide

Introduction

Reveal has architected its infrastructure, software, and processes with the security of our customers' data as a primary goal. We are committed to maintaining the confidentiality and integrity of Hosted Data while endeavoring to provide you continuous access to our systems and applications. For clarity, this Reveal Security Statement forms part of the Main Agreement. References to "client", "data owner" or similar terms refer to the Customer and if applicable, its Affiliate(s).

1. Confidentiality, Privacy, and Encryption

- All Hosted Data in motion that traverses open, untrusted networks such as the public Internet are encrypted, and such encryption carried out using a secure version of TLS for all publicly available endpoints.;
- All Hosted Data at rest are encrypted;
- Encryption is implemented with open source and industry-standard technologies to include a secure version of Transport Layer Security (TLS), Secure Shell/Secure FTP (SSH/SFTP), and AES 256 as acceptable encryption algorithms or cryptographic algorithms and process that meet or exceed the guidelines in NIST Special Publication 800-175B or any successor standard;
- Services have a default setting so that email messages between Customer and Reveal will be encrypted leveraging Forced Transport Layer Security (TLS). Encryption technology used adheres to applicable legal requirements governing the use of such technology. Email messages to Customer users who do not use the Customer email domain will be encrypted by Opportunistic TLS.
- Reveal maintains separate regional environments to provide assurance of data locality. Hosted Data is stored only in the designated production environment in the region which the Customer selects in accordance with the Main Agreement;
- When not restricted by law, we will notify the Customer promptly, upon of the receipt of demand to release data and we will use our best efforts to resist any demand and to obtain the ability to notify data owners of demands where otherwise restricted by law;
- Hosted Data are not shared with third parties except when explicitly requested by the data owner.

2. Availability

- All Hosted Data are stored at Tier III+ data centers that guarantee 99.982% uptime;

- We maintain active server and data resources in multiple data centers within each geographic region;
- All Hosted Data are replicated to multiple data centers within a region; and
- Our application service architecture has been designed to be resilient to outage of entire data centers.

3. Application

- The Service maintains robust audit logs detailing actions undertaken by each user account;
- The Service implements granular access control policies that control which functions and resources a user may access;
- Password policies and session timeouts are enforced;
- All requests sent to the application are inspected before being sent to the application in order to detect anomalies and to enforce policy;
- Reveal is part of a program sponsored by the major Internet browsers whereby those browsers will not communicate with our resources unless they are encrypted using SSL and using a valid and trusted SSL certificate;
- Services are powered by high availability proxies and load balancers to ensure availability and quality of service; and
- Two-factor authentication can be enabled and enforced for all users on a per case or per-environment basis.

4. Development and Coding Practices

- Development and testing environments are maintained separately from production environments;
- No data, work product, or key material are shared between production and test environments;
- Releases are tested in our development and staging environments prior to installation;
- Development, testing, and compliance teams are separate to provide for separation of duties and maintain software quality;

- All development personnel are trained in security awareness and secure coding, and coding standards have a strong security component. The coding standards are reviewed annually and maintained to be up to date in accordance with the prevailing standards; and
- All source code changes go through a mandatory pull request workflow to ensure peer review for code quality and adherence to coding standards. Each commit into a Reveal code base requires an approval from another engineer. The approver reviews for compliance with Reveal's coding standards prior to accepting any code change.

5. Environmental Integrity

- All Hosted Data are housed at data centers that have implemented controls in alignment with ISO/IEC 27001, and SOC 1/2/3;
- By default, all servers are restricted from sending data to the public Internet;
- All servers are configured to only allow communication using those protocols and ports required for operating. All other traffic is denied;
- User applications, such as browsers, that may potentially access untrusted resources on the Internet are executed inside of a sandbox;
- Host-based and network-based intrusion detection systems are in place;
- File integrity checks are in place to prevent the modification of application, operating system, and other trusted files;
- Network and system logs are aggregated and monitored to detect anomalies; and
- Access to environments containing client data requires two-factor authentication.

6. Administrative Controls

- Human resource process includes background checks, non-disclosure, and acceptance of policies;
- Reveal has staff involved at all levels of operation that maintain certification in the practice of information security; and
- Reveal has a robust information security awareness program for all staff members. This includes periodic training programs and frequent drills and tests for all employees.

7. Audit and Certifications

Reveal will ensure that the Service, the infrastructure providing the Service, the management infrastructure used to manage the Service and all data centers used in providing the Service (including for management, back-up or disaster-recovery purposes) are compliant with ISO / IEC 27001 or a comparable security standard related to the processing of Customer Data. Reveal maintains an SSAE18 SOC 2, Type II audit report covering any system or process that stores or processes Customer Data.

At Customer's request, Reveal will provide the current SOC 2 audit report and a copy of its most recent Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CSA CAIQ) as evidence that Reveal is maintaining the above controls for the Services.

8. Disposal

Customer may delete or export Hosted Data from the Service from time to time in Customer's discretion during the Term of the Main Agreement. Upon receiving Customer's written request to decommission its Service, Reveal will delete Customer Data such that Customer Data is rendered inaccessible, undecipherable, or otherwise unrecoverable and using industry standard deletion procedures.

9. Disaster Recovery / Business Continuity Plans

Reveal has disaster recovery / business continuity plans in place and has established RTO and RPO timelines. These plans include replicating data and services to multiple AWS availability zones within a region and a formal framework by which an unplanned event will be managed to minimize the loss of vital resources. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (a) perform back-up of data to multiple AWS availability zones in a scheduled and timely manner; (b) provide effective controls to safeguard backed-up data; (c) securely transfer Customer data to and from back-up location; and (d) fully restore applications and operating systems; (e) demonstrate periodic testing of restoration from back-up location. Backups are encrypted in compliance with the encryption requirements noted above.

10. Security Monitoring & Automated Vulnerability Scans

Reveal monitors the Service, including error logs on servers, disks, and security events for any potential problems.

- Subscribing to vulnerability intelligence services or to information security advisories and other relevant sources providing current information about system vulnerabilities (none of which involves the submission of any Hosted Data);
- Reviewing changes affecting systems handling authentication, authorization, and auditing;
- Reviewing privileged back-end access to validate privileged access is appropriate; and

- Engaging third parties to perform vulnerability assessments and penetration testing on a regular basis (at least annually).
- Maintaining industry standard event logging for servers, applications, and networking equipment to facilitate security incident and event management. Maintaining logs for at least one year (the first 90 days of which is in readily available hot status, and the remainder of which is in cold storage).
- Reveal will (i) classify vulnerabilities based on actual risk in accordance with industry standard risk rating methodologies, such as, NIST, and (ii) work in a dedicated and professional manner, taking into account the team's knowledge, expertise, and relevant factors, to mitigate or remediate vulnerabilities in Service infrastructure or applications that could allow direct unauthorized access to Hosted, whether by applying an available patch or taking other reasonable actions within set time frames. Reveal will provide those time frames on request.