

**Okera**  
**End-User License Agreement**

This Agreement is entered into by and between Okera, Inc. (also referred to as “Okera”) and the entity or person placing an Order for or accessing the Licensed Software (“Customer” or “you”). This “Agreement” means the terms and conditions below and any Orders. If you are accessing or using the Licensed Software on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” reference your company.

The “Effective Date” of this Agreement is the date which is the earlier of (a) Customer’s initial access to the Licensed Software through any online provisioning, registration or order process or (b) the effective date of the first Order. This Agreement will govern Customer’s initial purchase on the Effective Date as well as any future purchases made by Customer that reference this Agreement. Okera may modify this Agreement from time to time as permitted in Section 17 (Modifications to Agreement).

**Purchase from Reseller:** If Customer purchases the Licensed Software from an authorized reseller of Okera (“Reseller”), Customer’s use of the Licensed Software will be governed by this Agreement, subject to Section 18.13 (Reseller Orders) below.

**By indicating your acceptance of this Agreement or accessing or using the Licensed Software, you are agreeing to be bound by the terms and conditions of this Agreement. You are further representing and warranting that you have the full legal authority to enter into this Agreement. Each party expressly agrees that this Agreement is legally binding upon it.**

**1. Overview.**

Okera’s secure data access platform enables enterprises of all sizes to automatically discover, catalog and tag sensitive data while applying fine-grained access and dynamic data deidentification.

**2. Software License, Term and Restrictions.**

**2.1. License Grant.** Subject to the terms and conditions of this Agreement, Okera grants Customer and its Affiliates the following worldwide, nonexclusive, non-transferable, rights, solely for their internal business operations during the Term: (i) to use the Licensed Software subject to all of the terms of this Agreement; and (ii) to use the Documentation as provided therein solely for purposes of supporting licensed use of the Licensed Software. With respect to any and all copies of the Licensed Software and Documentation, Customer shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices, and that all such copies shall be subject to the terms and conditions of this Agreement. Customer shall, upon written request, provide Okera with an accurate current count of the number of datasets under Customer’s management.

**2.2. Users.** Only Authorized Users may access or use the Licensed Software. Each Authorized User must keep its login credentials confidential and not share them with anyone else. Logins by multiple users under the same or a single username is prohibited. Customer is responsible for its Authorized Users’ compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by Okera’s breach of this Agreement). Customer will promptly notify Okera if it becomes aware of any compromise of its Authorized User login credentials. Customer shall, upon written request, provide Okera with an accurate current count of the number of Authorized Users with access to the Licensed Software under this Agreement.

**2.3. Restrictions.** Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute or sublicense the Licensed Software to a third-party (b) use the Licensed Software on behalf of, or to provide any product or service to, third parties, (c) use or reference the Licensed Software to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to the Licensed Software, except to the extent expressly permitted by Law (and then only with prior notice to Okera), (e) use APIs to circumvent any usage limits in an Order, including restrictions on number of Authorized Users, (f) modify or create derivative works of the Licensed Software or copy any element of the Licensed Software (other than authorized copies of the Licensed Software), (g) remove or obscure any proprietary notices in the Licensed Software, (h) publish benchmarks or performance information about the Licensed Software, (i) interfere with the Licensed Software’s operation, circumvent its access restrictions or conduct any security or vulnerability test of the Licensed Software or (j) transmit any viruses or other harmful materials to the Licensed Software.

**2.4. Use of the Licensed Software.** Customer acknowledges that in order to achieve best results using the Licensed Software, and in order to maintain quality assurance, the Software must be used according to the instructions in the Documentation. Any attempt to use the Software in another manner will constitute a breach of this Agreement and may also result in poor performance of the Licensed Software. Instructions, warnings and notices detailing the requirements, procedures and measures to be taken and complied with for the proper operation of the Licensed Software are contained in the Documentation. Customer warrants and represents that it has complied with and will continue to comply therewith as long as continues to use the Licensed Software.

**3. Support.**

During the Subscription Term, Okera will provide Support in accordance with Exhibit A.

**4. Customer Obligations.**

**4.1. Generally.** Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws in using the Licensed Software. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Licensed Software without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.

**4.2. Prohibited Uses.** Customer must not use the Licensed Software with and acknowledges the Licensed Software is not intended to meet any legal obligations for Prohibited Data or High-Risk Activities. Notwithstanding anything else in this Agreement, Okera has no liability for Prohibited Data or use of the Licensed Software for High Risk Activities.

**5. Third-Party Platforms.**

Customer’s use of Third-Party Platforms is subject to Customer’s agreement with the relevant provider and not this Agreement. Okera does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data.

**6. Professional Services.**

Any purchased Professional Services are as described in the relevant Order. Customer will give Okera timely access to Customer Materials reasonably needed for the Professional Services, and if Customer fails to do so, Okera’s obligation to provide Professional Services will be excused until access is provided and the parties mutually agree on an updated timeline. Okera will use Customer Materials only for purposes of providing Professional Services. Any Professional Services deliverables will relate to the configuration or use of the Licensed Software. Customer may use Professional Services deliverables only as part of its authorized use of the Licensed Software, subject to the same terms as for the Licensed Software in Section 2 (Software License, Term and Restrictions) and Section 4 (Customer Obligations).

**7. Commercial Terms.**

**7.1. Subscription Term.** Each Subscription Term will renew for successive periods equal to the then-current Subscription Term unless either party gives the other party notice of non-renewal at least 30 days before the then-current Subscription Term ends.

**7.2. Fees and Taxes.** Fees are as described in each Order. All invoices will be electronic. Fees are invoiced on the schedule in the Order and reimbursable expenses are invoiced in arrears. Unless the Order provides otherwise, all fees and expenses are due within 30 days of the invoice date. Okera will be entitled to adjust the fees with effect from renewal. Where Okera increases the fees, such increase will not exceed the higher of (i) 5% or (ii) the rate of the Consumer Price Index (US) (All Urban Consumers) for the twelve-month period immediately preceding the start of the new renewal Subscription Term. Okera will provide Customer with notice of any fee increases for renewals at least 60 days prior to the end of the then-current Subscription Term. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as set out in Section 8.2 (Warranty Remedy) and Section 12.4 (Mitigation and Exceptions). Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than Okera's income tax. If Okera has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's ship-to address listed in the then-current Order, unless Customer provides Okera with a valid tax exemption certificate authorized by the appropriate taxing authority. Fees and expenses listed on or invoiced pursuant to any Order are exclusive of Taxes.

## **8. Warranties and Disclaimers.**

**8.1. Limited Warranty.** Each party warrants that it has the corporate power and authority to enter into and carry out the terms of this Agreement. Okera further warrants to Customer that:

- (a) The Licensed Software will perform materially as described in the Documentation and Okera will not materially decrease the overall functionality of the Licensed Software during a Subscription Term (the "Performance Warranty");
- (b) Okera will perform any Technical Services in a professional and workmanlike manner (the "Technical Services Warranty");
- (c) Okera will use industry-standard measures designed to ensure that the Licensed Software (as provided by Okera, excluding Customer Data) does not contain viruses, malware or similar harmful code; and
- (d) Okera will comply with all applicable Laws in its provision of the Licensed Software.

**8.2. Warranty Remedy.** If Okera breaches Sections 8.1(a), (b) or (c) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then Okera will use reasonable efforts to correct the non-conformity. If Okera determines such remedy to be impracticable, either party may terminate the affected Order as relates to the non-conforming Licensed Software or Technical Services. Okera will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). These procedures are Customer's exclusive remedy and Okera's entire liability for breach of the warranties in Sections 8.1(a), (b) or (c). These warranties do not apply to (i) issues caused by misuse or unauthorized modifications, (ii) issues in or caused by Third-Party Platforms or other third-party systems or (iii) Trials and Betas or other free or evaluation use.

**8.3. Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1 (LIMITED WARRANTY), THE LICENSED SOFTWARE, SUPPORT, PROFESSIONAL SERVICES AND ALL RELATED OKERA SERVICES ARE PROVIDED "AS IS". OKERA AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. WITHOUT LIMITING ITS EXPRESS OBLIGATIONS IN SECTION 3 (SUPPORT), OKERA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET CUSTOMER'S PARTICULAR COMPLIANCE OR LEGAL NEEDS OR THAT IT WILL MAINTAIN CUSTOMER DATA WITHOUT LOSS. OKERA IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OKERA'S CONTROL. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

## **9. Term and Termination.**

**9.1. Term.** This Agreement starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

**9.2. Termination.** Either party may terminate this Agreement (including all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after receipt of written notice pursuant to Section 18.3 (Notices), (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. For clarity, any termination of Professional Services will not result in termination of this Agreement or any other Order.

**9.3. Effect of Termination.** Upon expiration or termination of this Agreement, Customer's must immediately cease the use of the Licensed Software.

**9.4. Survival.** These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 4 (Customer Obligations), 7.2 (Fees and Taxes), 8.3 (Disclaimers), 9.3 (Effect of Termination), 9.4 (Survival), 10 (Ownership), 11 (Limitations of Liability), 12 (Indemnification), 13 (Confidentiality), 14 (Required Disclosures), 18 (General Terms) and 19 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

## **10. Ownership.**

Neither party grants the other any rights or licenses not expressly set out in this Agreement. Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to Okera. Except for Customer's use rights in this Agreement, Okera and its licensors retain all intellectual property and other rights in the Licensed Software, any Professional Services deliverables and related Okera technology, templates, formats and dashboards, including any modifications or improvements to these items made by Okera. Okera may use Usage Data to operate, improve, analyze and support the Licensed Software and for other lawful business purposes. If Customer provides Okera with feedback or suggestions regarding the Licensed Software or other Okera offerings, Okera may use the feedback or suggestions without restriction or obligation.

## **11. Limitations of Liability.**

**11.1. Consequential Damages Waiver.** Except for Excluded Claims (as defined below), neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, punitive, reliance or consequential damages of any kind, even if informed of their possibility in advance.

**11.2. Liability Cap.** Except for Excluded Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Okera during the prior 12 months under this Agreement.

**11.3. Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Section 2.3 (Restrictions) or Section 4 (Customer Obligations), (b) either party's willful misconduct or fraud, (c) either party's breach of Section 13 (Confidentiality) (but excluding claims relating to Customer Data) or (d) amounts payable to third parties under the indemnifying party's obligations in Section 12 (Indemnification).

**11.4. Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## **12. Indemnification.**

**12.1. Indemnification by Okera.** Okera will defend Customer from and against any third-party claim to the extent alleging that the Licensed Software, when used by Customer as authorized in this Agreement, infringes a third-party's U.S. or European patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer and its respective officers, directors, employees and agents against any damages or costs awarded (including reasonable attorneys' fees) or agreed in settlement by Okera resulting from the claim.

**12.2. Indemnification by Customer.** Customer will defend Okera from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer's breach or alleged breach of Section 4 (Customer Obligations), and will indemnify and hold harmless Okera and its respective officers,

directors, employees and agents against any damages or costs awarded (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

**12.3. Procedures.** The indemnifying party's obligations in this Section 12 are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Licensed Software, when Okera is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

**12.4. Mitigation and Exceptions.** In response to an actual or potential infringement claim, if required by settlement or injunction or as Okera determines necessary to avoid material liability, Okera may at its option: (a) procure rights for Customer's continued use of the Licensed Software, (b) replace or modify the allegedly infringing portion of the Licensed Software to avoid infringement without reducing the Licensed Software's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Okera's obligations in this Section 12 do not apply (1) to infringement resulting from Customer's modification of the Licensed Software or use of the Licensed Software in combination with items not provided by Okera (including Third-Party Platforms), (2) to infringement resulting from Licensed Software other than the most recent release, (3) to unauthorized use of the Licensed Software, (4) if Customer settles or makes any admissions about a claim without Okera's prior written consent or (5) to Trials and Betas or other free or evaluation use. **This Section 12 sets out Customer's exclusive remedy and Okera's entire liability regarding infringement of third-party intellectual property rights.**

**13. Confidentiality.**

**13.1. Obligations.** As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Okera, the subcontractors referenced in Section 18.8), provided it remains responsible for their compliance with this Section 13 and they are bound to confidentiality obligations no less protective than this Section 13.

**13.2. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 13.

**14. Required Disclosures.**

Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment at disclosing party's expense.

**15. Trials and Betas.**

If Customer receives access to Trials and Betas, use is permitted only for Customer's internal evaluation during the period designated by Okera (or if not designated, 30 days). Trials and Betas are optional and either party may cease Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Okera may never release, and their features and performance information are Okera's Confidential Information. **Notwithstanding anything else in this Agreement, Okera provides no warranty, indemnity or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$50.**

**16. Publicity.**

Neither party may publicly announce this Agreement except with the other party's prior written consent or as required by Laws. However, Okera may include Customer and its trademarks in Okera's customer lists and promotional materials but will cease this use at Customer's written request.

**17. Modifications to Agreement.**

Okera may modify this Agreement (which may include changes to Licensed Software pricing and plans) from time to time by giving notice to Customer by email. Unless a shorter period is specified by Okera (e.g., due to changes in the Law or exigent circumstances), modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order. If Okera specifies that the modifications to the Agreement will take effect prior to Customer's next renewal or Order and Customer notifies Okera of its objection to the modifications within 30 days after the date of such notice, Okera (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any pre-paid Service fees allocable to the terminated portion of the applicable Subscription Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Licensed Software, and, in any event, continued use of the Licensed Software after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

**18. General Terms.**

**18.1. Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement upon notice in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities, provided that Okera may refuse any assignment to an entity organized under the laws of a jurisdiction where Okera does not conduct business at the time of such notice. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**18.2. Governing Law.** The governing law in any action related to this Agreement, and which courts have jurisdiction over any such action shall be governed by the laws of the State of California excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**18.3. Notices.** Except as set out in this Agreement, notices under this Agreement must be in writing and will be deemed received (a) immediately upon personal delivery or delivery via email, (b) the business day following delivery via nationally-recognized overnight courier service or (c) the third business day following delivery via first-class registered or certified mail. If to Okera, notice must be provided to [legal@okera.com](mailto:legal@okera.com). If to Customer, Okera may provide notice to the signatory and address or email address, as applicable, Customer provided at registration. Either party may update its contact information for notice by providing notice to the other party. Okera may also send operational notices to Customer electronically.

**18.4. Entire Agreement.** This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

**18.5. Amendments.** Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Okera. Nonetheless, with notice to Customer, Okera may modify Exhibit A (Support Services) to reflect new features or changing practices, but the modifications will not materially decrease Okera's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Okera; any of these Customer documents are for administrative purposes only and have no legal effect.

**18.6. Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

**18.7. Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

**18.8. Subcontractors.** Okera may use subcontractors and permit them to exercise Okera's rights, but Okera remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

**18.9. Independent Contractors.** The parties are independent contractors, not agents, partners or joint ventures.

**18.10. Export.** Customer agrees to comply with all relevant U.S. and foreign export and import Laws in using the Licensed Software. Customer (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) agrees not to access or use the Licensed Software in violation of any U.S. export embargo, prohibition or restriction and (c) will not submit to the Licensed Software any information controlled under the U.S. International Traffic in Arms Regulations.

**18.11. Open Source and Third-Party Software.** The Licensed Software may incorporate third-party open source software ("OSS"), as listed in the Documentation or by Okera upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

**18.12. Government End-Users.** Elements of the Licensed Software are commercial computer software. If the user or licensee of the Licensed Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Licensed Software or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Licensed Software was developed fully at private expense. All other use is prohibited.

**18.13. Reseller Orders.** This Section applies to any access to the Licensed Software purchased by Customer through an authorized Reseller.

- (a) Commercial Terms. Instead of paying Okera, Customer will pay applicable amounts to the Reseller as agreed between Customer and the Reseller. Customer's order details (e.g., scope of use and fees) will be as stated in the Order placed by Reseller with Okera on Customer's behalf. The Reseller is responsible for the accuracy of such Order. Okera may suspend or terminate Customer's rights to use the Licensed Software if it does not receive the corresponding payment from the Reseller. If Customer is entitled to a refund under this Agreement, Okera will refund any applicable fees to the Reseller and the Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified.
- (b) Relationship with Okera. This Agreement is directly between Okera and Customer and governs all use of the Licensed Software by Customer. Resellers are not authorized to modify this Agreement or make any promises or commitments on Okera's behalf, and Okera is not bound by any obligations to Customer other than as set forth in this Agreement. Okera is not party to (or responsible under) any separate agreement between Customer and Reseller and is not responsible for the Reseller's acts, omissions, products or services. The amount paid or payable by the Reseller to Okera for Customer's use of the applicable Licensed Software under this Agreement will be deemed the amount paid or payable by Customer to Okera under this Agreement for purposes of Section 13 (Limitations of Liability).

## **19. Definitions.**

**"Affiliate"** means an entity directly or indirectly owned or controlled by, or under common ownership or control with, a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

**"Authorized User(s)"** means the named or specified (by password or other user identification used by Customer or its authorized users in the normal course of business) individuals authorized by Customer to use Licensed Software, regardless of whether the individual is actively using the Licensed Software at any given time. Customer may replace Authorized Users as necessary to reflect personnel changes. Authorized Users may include the directors, officers, members, managers, employees, agents, of Customer, its Affiliates or its or their respective third parties; *provided* that such third party is limited to use of the Licensed Software (i) only as configured and deployed by Customer or its Affiliates, and (ii) in connection with or in support of Customer's or its Affiliates' business operations as conducted by or through such third party, including but not limited to the installation, administration or implementation of the Licensed Software for Customer. For avoidance of doubt, Authorized Users may include (a) all persons and entities for which Customer or its Affiliates are required by contract to process data; or (b) any third party service company or independent contractor that Customer or its Affiliate has retained or shall retain to install, maintain or operate its or their computer systems or networks, subject to all of the restrictions of this Section.

**"Business Associate Agreement"** is a separate addendum to this Agreement between Customer and Okera covering the handling of Protected Health Information (as defined in HIPAA) and which becomes part of this Agreement upon its execution.

**"Confidential Information"** means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Okera's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Licensed Software. Customer's Confidential Information includes Customer Data. Confidential Information excludes information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third-party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

**"Customer Data"** means any data, content or materials that Customer (including its Users) submits to the Licensed Software, including from Third-Party Platforms.

**"Customer Materials"** means materials, systems and other resources that Customer provides to Okera in connection with Professional Services.

**"Documentation"** means Okera's usage guidelines and standard technical documentation for the Licensed Software which Okera generally makes available to users of its products. Documentation does not include marketing materials or those materials that the Customer herein may request from Okera. Under no circumstances shall Customer's requests, whether written or verbal, for documentation expand the scope of Okera's obligations, duties, warranties, or representations herein.

**"High Risk Activities"** means activities where use or failure of the Licensed Software could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

**"Laws"** means all applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

**"Licensed Software"** means (i) the object code version of the Okera Secure Data Access Management Platform, unless otherwise specified in writing between the two Parties, (ii) associated Documentation, and (iii) Updates to such.

**"Order"** means any Okera-provided ordering document, online registration, order description, order confirmation or SOW referencing this Agreement.

**"Prohibited Data"** means any (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**") (unless Customer and Okera have executed a Business Associate Agreement), (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), and (c) any data similar to the above protected under foreign or domestic Laws.

**"Software"** means the Okera application and any other generally released code (and any APIs incorporated therein) provided to Customer by Okera for use with the Service under this Agreement.

**"SOW"** means a Statement of Work referencing this Agreement and executed by both parties describing the Professional Services to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information.

**"Subscription Term"** means the term for Customer's use of the Licensed Software as identified in an Order.

**"Support"** means support for the Licensed Software as described in Exhibit A. Customer's Support level will be identified in its Order.

**"Support Services"** means the services provided by Okera as set forth in Exhibit A, unless otherwise specified in writing between the two Parties

**"Third-Party Platform"** means any platform, add-on, service or product not provided by Okera that Customer elects to integrate or enable for use with the Licensed Software.

**"Trials and Betas"** means a portion of the Licensed Software or Licensed Software features that may be offered on a free or trial basis or as an alpha, beta or early access offering.

**"Update(s)"** means (a) subsequent releases of the Licensed Software that Okera makes generally available to its Customers who are current on their fees for Licensed Software and Support Services, and that (i) add new features, functionality, and/or improved performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; (b) bug or Error fixes, patches, Workarounds, and support releases; (c) new point releases, including those denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1), and (d) new major version releases, regardless of the version name or number, but including those denoted by (i) a change to the left of the first decimal point (e.g., v5.0 to 6.0) or (ii) the addition of a date designation or a change in an existing date designation (e.g., v2018 to 2020); provided, however that Updates shall not include new or separate products which Okera offers only for an additional fee to its Customers generally, including those Customers purchasing Support Services.

**"Usage Data"** means Okera's technical logs, data and learnings about Customer's use of the Licensed Software, but excluding Customer Data.

**"User"** means any employee or contractor of Customer or its Affiliates that Customer allows to use the Licensed Software on its behalf.