



RADIANT LOGIC MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the "**MLSA**") is entered into as of the last signature date below (the "**Effective Date**") between Radiant Logic, Inc. ("**Radiant**") whose principal place of business is at 75 Rowland Way, Ste 300, Novato, CA 94945 and the entity identified in the signature section below hereunder ("**Licensee**").

1. DEFINITIONS.

- 1.1. "Designated Environment(s)" means the entitled environments as specified in the schedule, relevant purchasing document (each a "Purchase Order"), and/or invoice provided by Radiant or one of its authorized resellers (each an "Invoice").
- 1.2. "Documentation" means the guides and manuals, either in printed or electronic forms, for the applicable Radiant Products licensed and provided by Radiant for Licensee's non-exclusive, limited use.
- 1.3. "License Metrics" means the type and quantity of licenses purchased, the level of maintenance and support to be provided, and the payment terms applicable to the licensing of the Radiant Products specified in the applicable order form or Purchase Order(s).
- 1.4. "Products" means the licensed Radiant software machine-readable object code version of the computer programs described and specifically identified in a relevant schedule, Purchase Order, and/or Invoice that Radiant (1) makes available, whether downloadable or embedded on a disc, flash, tape or other storage media (the "Software") or (2) provides licensed Radiant Software as a service to the Licensee (i) for use in the Designated Environments (ii) encompasses related Documentation, and (iii) includes updates and enhancements made to such for use according to the License Metrics specified in the relevant schedules, Purchase Orders, and/or Invoices.
- 1.5. "Services" means any services

performed by Radiant for Licensee (may include, but not limited to, installation services on premise or within Licensee's cloud environment, each a Designated Environment.)

- 1.6. "Subscription" means Licensee's right to use the Products for the term, as provided in the relevant schedules, Purchase Orders, and/or Invoices.

2. LICENSE AND USE OF PRODUCT.

- 2.1. Upon receipt of 1) payment by Licensee or 2) a valid Purchase Order accepted by Radiant or its authorized Resellers, as provided herein, and Licensee's acceptance of the terms of this MLSA, Radiant will grant a license to use the Products to Licensee subject to the term and License Metrics set forth in the schedules, Purchase Orders, and/or Invoices.
- 2.2. Usage. Licensee is granted a Subscription that is non-exclusive, non-transferable, revocable, limited license to use the Products in the Designated Environments during the paid license term, which may include fixes, updates, upgrades, or new versions of the Products and/or Documentation (the "Enhancements"). Licensee understands and agrees that the Products are limited by the scope of use, deployment attributes, and other agreed upon restrictions and terms described in the License Metrics set forth in the schedules, Purchase Orders, Invoices, and/or this MLSA. Any circumvention of terms, License Metrics, or the restrictions on use described in the schedules, Purchase Orders, Invoices, or this MLSA constitutes a material breach of this MLSA.
- 2.3. Licensee Responsibilities. Licensee shall: (a) use the Products in accordance with the License Metrics, this MLSA, and all Documentation and (b) use commercially reasonable efforts to prevent unauthorized use of the Products, any account or password, or any copying of the Products and notify Radiant immediately if any of the above occurs.
- 2.4. Modifications. Radiant reserves the right to modify or discontinue, temporarily or permanently, any feature associated with

the Products, with or without notice to Licensee. Licensee's continuing use of the Products is confirmation of Licensee's acceptance of any such modification or discontinuation.

- 2.5. Installation. Radiant is not responsible for installation of the Products in Licensee's Designated Environment, unless otherwise mutually agreed upon as part of a Services project.
- 2.6. Copies of Products. Licensee may make copies of the Radiant Products only for archival or backup purposes.
- 2.7. Radiant, and its suppliers and licensors, reserve all rights not expressly granted under the relevant schedules, Purchase Orders, Invoices, and/or this MLSA.

3. SERVICES PROVIDED

- 3.1. Parties Obligations for Services. Unless otherwise indicated, the parties shall both adhere to the specific terms identified in the applicable statements of work or other similar document that outline the scope of the services for a particular project.
- 3.2. Dependencies. In cases of dependencies, each party will work with the other party to meet such dependencies in efforts to provide the Services according to the scope identified within each applicable statement of work.

4. PRODUCTS LIMITATIONS.

- 4.1. The Radiant Products are solely licensed to Licensee as an integrated product for use in Licensee's internal business. Radiant and its suppliers and licensors retain all rights, title, interest and ownership in and to the Radiant Products, software, applications, application program interfaces (APIs) and all modifications and copies thereof, including all copyrights, proprietary rights, and other intellectual property rights therein. The Radiant Products are confidential and protected by United States and international patent and copyright laws and treaties, as well as other intellectual property laws and treaties. The Radiant Products are licensed, not sold.
- 4.2. Licensee may use the Products only in

the Designated Environments. Any other change in Designated Environments will require Radiant's prior approval, which may be subject to additional charges. Any Radiant Products that are containerized or deployed in a cloud infrastructure must be purchased on a subscription basis regardless of any past license purchase model (i.e., on premise, non-cloud environment).

- 4.3. Licensee must include all applicable copyright notices and other proprietary rights legends that come with the Products or downloadable software components, unaltered and unobscured, in any copies Licensee make as permitted under this MLSA.
- 4.4. Except as expressly provided in this MLSA, Licensee may not, nor permit others to reproduce, modify, copy, sell, resell, or exploit use of the Products, or any portion of the Products, to any third party. Licensee agrees that Licensee will not reverse engineer, decompile, disassemble or otherwise tamper with the Products.
- 4.5. Licensee may not rent, lease, sell, sublicense, lend or otherwise transfer or assign Licensee's rights or obligations under this MLSA to any person or entity without the prior written consent of Radiant. Such consent may be conditioned on the payment of additional license fees or the imposition of additional transfer restrictions.

5. CONFIDENTIALITY

- 5.1. Licensee acknowledges that the Products constitute and incorporate confidential and proprietary information developed or acquired by or licensed to Radiant. Licensee will take all reasonable precautions necessary to safeguard the confidentiality of the Products, including at a minimum the reasonable precautions taken by Licensee to protect its own confidential information. Licensee will not disclose, in whole or in part, the Products, or any portion thereof, or other information that has been designated as or known to be confidential to any individual, entity or other person, except to those of Licensee's employees or consultants who are required to use the Products,

provided such consultants agree in writing to comply with the use and non-disclosure restrictions applicable to the Products under this MLSA. If an unauthorized use or disclosure occurs, Licensee will immediately notify Radiant to attempt to recover the Products and to prevent their subsequent unauthorized use or dissemination.

- 5.2. Licensee will not have any confidentiality obligation with respect to any portion of the Products that (i) Licensee knew or independently developed before receiving such Products under this MLSA, (ii) Licensee lawfully obtained from a third party under no confidentiality obligation, or (iii) became available to the public other than as a result of any act or omission by Licensee or any of Licensee's employees or consultants.

6. SECURITY AND ACCESS

- 6.1. Radiant has implemented appropriate technical and organizational measures for providing a level of security appropriate to the risk of accidental loss of or damage to Licensee's data in connection with the use of the Products. Licensee is responsible for maintaining the security of usernames and passwords, or any other codes associated with the Products, and Licensee agrees to promptly inform Radiant if Licensee's username and password have been lost, stolen or compromised.
- 6.2. Licensee understands and acknowledges that Radiant may access and use personally identifiable information collected and stored in the Products, including but not limited to, logged-in usernames, phone numbers, adapter serial numbers, and application names, to perform routine maintenance, technical support or help, troubleshooting, debugging of the Products, quality control checks and the like during the term of this MLSA. Radiant shall not disclose said personally identifiable information to unrelated third parties, unless required by court order, law, or regulation.

7. PAYMENT TERMS

- 7.1. **Products.** Licensee agrees to pay a license fee as indicated in the schedules, Purchase Orders, and/or Invoices. In the event that the license fee payment(s) is/are not made in accordance with the terms of the schedules, Purchase Orders, and/or Invoices, Radiant reserves the right to immediately terminate all licenses granted to the Licensee for use of the Products.
- 7.2. **Renewal.** The licenses and rights herein granted to Licensee shall automatically terminate at the end of the Products' term unless renewed by Licensee in accordance with the schedules, Purchase Orders, and/or Invoices.
- 7.3. **Services.** Licensee agrees to pay the Service fees and according to the payment terms as indicated in the applicable statements of work, Purchase Orders, and/or Invoices. If the fee payment(s) is/are not made in accordance with the terms of such documents outlining those specific terms, Radiant reserves the right to immediately stop providing Services until payment is satisfied or should have the ability to terminate the Agreement (and all other applicable documents relating thereto) if payment remains unsatisfied after forty-five (45) days pass the Invoice due date.

8. SAFEGUARDS/AUDIT RIGHTS

Licensee agrees to: (i) implement internal safeguards to prevent any unauthorized copying, distribution, modification, transfer or use of the Products; (ii) provide Radiant written certification of the number of copies of the Products downloaded, installed or used by Licensee at Radiant's request, and (iii) to allow Radiant to audit Licensee's premises and systems for compliance with this MLSA and any other applicable Radiant agreements during regular business hours. Radiant will pay for the cost of the audit unless the audit shows a discrepancy in the number of copies of the Radiant Products downloaded, accessed, or used over the licenses Licensee has acquired that are identified in the relevant schedules, Purchase Orders, and/or Invoices, in which event, Licensee

shall pay for the cost of the audit.

9. LIMITED WARRANTY

- 9.1. Product Warranty. Radiant warrants that it has the right to enter into this MLSA and grant the licenses or rights herein. Radiant also warrants that during the applicable term noted on the relevant schedules, Purchase Orders, and/or Invoices that the Radiant Products will perform substantially in accordance with the accompanying Documentation when used as directed. Licensee acknowledges that the Products may not satisfy all of Licensee's requirements and the use of the Products may not be uninterrupted or error-free. This limited warranty is void if failure of the Products has resulted from Licensee's modification, accident, abuse, or misuse of the Products.
- 9.2. With respect to the provision of hosted and cloud-based Products, Licensee understands that, from time to time, hosted Products MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RADIANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 9.3. Services Warranty. Radiant warrants that it has the full power and authority to perform the services relevant to the terms herein. Radiant also warrants that it will perform the Services in a good, workmanlike, and professional manner.

10. EXCLUSIVE REMEDY

Licensee's exclusive remedy with respect to any breach of the limited warranty is, at Radiant's option, either (i) to use reasonable commercial efforts to make the Products available to Licensee or (ii) to terminate the applicable Purchase Order(s) and refund the pro-rata portion of the license fees paid to Radiant associated with the non-conforming Products. In order to be entitled to this exclusive remedy, Licensee must inform Radiant within three (3) days of any warranty claim for

the Products during the applicable license term for the affected Products. Licensee acknowledges that this Section 9 sets forth Licensee's exclusive remedy, and Radiant's exclusive liability, for any breach of warranty or other duty related to the quality of the Products.

11. LIMITATION OF LIABILITY

- 11.1. RADIANT AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON LICENSEE'S CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS OR INABILITY TO USE THE PRODUCTS, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.
- 11.2. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH RADIANT OR ITS LICENSORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LICENSE FEES ACTUALLY PAID BY LICENSEE FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS.

12. DISCLAIMER OF WARRANTIES

TO THE FULL EXTENT PERMITTED BY LAW, RADIANT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS,

REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCTS. RADIANT DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS OR SERVICES.

13. EXPORT LAWS; FOREIGN CORRUPT PRACTICES

Licensee acknowledges that the Products are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Products, including the US Export Administration Regulations (15 CFR, Parts 730- 774), as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Licensee agrees that it will not directly or indirectly export, re-export or import the Products, without first obtaining an export license or determining that a license exception is authorized and applicable and notifying Radiant in writing of such export. Licensee further agrees that it will avoid any activity that violates U.S. or local laws, including the U.S. Foreign Corrupt Practices Act.

14. U.S. GOVERNMENT RESTRICTED RIGHTS

The Products are commercial computer software and documentation developed exclusively at private expense, and in all respects is proprietary information and data belonging solely to Radiant. If the Product is acquired by or on behalf of agencies or units of the Department of Defense (DoD), then pursuant to DoD FAR Supplement Sections 227.7201 through 227.7202 and its successors (48 C.F.R. 227.7201-227.7202) the Government's right to use, reproduce or disclose the Products is subject to the restrictions of this MLSA and any applicable Radiant agreement. If the Products are acquired by or on behalf of

civilian agencies of the United States Government, then, pursuant to FAR Sections 2.101 and 12.212 and its successors (48 C.F.R. 2.101 and 48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Products are subject to the restrictions of this MLSA and any applicable Radiant MLSA.

15. TERMINATION

15.1. This MLSA shall become effective on the Effective Date and shall continue until Licensee's respective license(s) to the Radiant Products expire or are terminate pursuant to the relevant statements of work, schedules, Purchase Orders, Invoices, and/or this MLSA. If Licensee violates any term of this MLSA, Radiant may terminate the Licensee's license, services, and rights granted herein and under any schedules, Purchase Orders, Invoices, and/or this MLSA, without waiving any other rights.

15.2. Licensee may terminate this MLSA, without right to refund, by notifying Radiant of such termination. Radiant may terminate this MLSA, upon reasonable notice and without judicial or administrative resolution, if Licensee or any of Licensee's employees or consultants breach any condition or term hereof. This MLSA will automatically terminate if Licensee becomes insolvent or enters bankruptcy, suspension of payments, moratorium, reorganization, or any other proceeding that relates to insolvency or protection of creditors' rights. Upon termination of this MLSA, all rights granted to Licensee herein will cease and stand revoked, and Licensee will immediately stop using the Products and promptly (a) purge and remove the Products from Licensee's computer and electronic systems, storage media and files, (b) destroy the Products and all copies thereof, and (c) deliver to Radiant an affidavit which certifies that the Licensee has complied with these termination obligations, on request of Radiant that Licensee certify such removal and destruction. All amounts paid by Licensee to Radiant prior to termination shall be non- refundable. No termination of this MLSA shall in any way



affects the rights, duties or obligations of Licensee or Radiant which have accrued prior to the date of such termination.

16. GOVERNING LAW AND ATTORNEYS' FEES

Without regard to the conflict of laws rules, this MLSA is governed by the laws of the State of California and specifically excludes the United Nations Convention on Contracts for the International Sale of Goods. In any action or suit to enforce any right or remedy under this MLSA or to interpret any provision of this MLSA, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

17. MISCELLANEOUS

- 17.1. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this MLSA shall be resolved according to the following order of precedence: (i) a quote (only if it expressly calls out section to be superseded), the schedule (only if it expressly calls out section to be superseded), the Purchasing Order (only if it expressly calls out section to be superseded), and the MLSA.
- 17.2. Entire Agreement. This MLSA constitutes the entire agreement between Licensee and Radiant with respect to Licensee's right to use the Products, and replaces all previous other agreements or representations, whether

written or oral. In all other respects, the terms of this MLSA may only be modified by an amendment. If any part of this MLSA is held to be unenforceable as written, it will be enforced to the maximum extent allowed by applicable law and will not affect the enforceability of any other part. The original of this MLSA is in English. If it is translated into another language, the English language version shall prevail.

- 17.3. Notices, Waiver and Merger. All notices or approvals required or permitted under this MLSA must be given in writing. Any terms and conditions of any unilateral letter, memorandum, purchase order, or other writing issued by Licensee shall not be binding on Radiant. Any waiver or modification of this MLSA will not be effective unless executed in writing and signed by an authorized representative of Radiant. This MLSA constitutes the complete and entire statement of all conditions and representations of the agreement between Radiant and Licensee with respect to its subject matter and supersedes all prior writings or understandings.
- 17.4. Non-solicitation. Neither party shall solicit, employ, or attempt to employ the other party's personnel, without the written consent of the other party. If such solicitation, employment, or attempted employment occurs with such consent of the other party, the breaching party of this provision will pay to the other party a fee of \$150,000 to be paid thirty (30) days after the discovery of the solicitation, employment, or attempted employment.

IN WITNESS WHEREOF, the Parties have caused this MLSA to be executed by their duly authorized representatives as of the Effective Date.

Signed for Radiant Logic, Inc. by its authorized representative:	Signed for Licensee: by its authorized representative: _____ _____ Address
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<hr/> Representative	<hr/> Representative
<hr/> Name (please print)	<hr/> Name (please print)
<hr/> Title	<hr/> Title
<hr/> Date	<hr/> Date

Exhibit A

Software-as-a-Service (SaaS) Terms

The following additional terms and conditions will apply to and govern Customer's use of the SaaS (the "SaaS Terms"). The SaaS Terms are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

1. Definitions.

"Authorized User" means a named individual that: (a) is an employee, representative, consultant, contractor or agent of Customer; (b) is authorized to use the SaaS Service pursuant to this Agreement; and (c) has been supplied a user identification and password by Customer. Customer shall be responsible for all access and use of the SaaS Service by the Authorized Users.

"Customer Data" means any data or other information which is provided by (or on behalf of) Customer directly or indirectly to Radiant in connection with the Products, including data that is collected by the Software, and shall not include Customer Personal Data.

"Customer Personal Data" means any Customer Data which

- (i) qualifies as "Personal Data", "Personal Information", "Personally Identifiable Information", or any substantially similar term under applicable privacy laws, and
- (ii) is processed by Radiant on behalf of Customer in connection with this Agreement.

"SaaS Service" means Radiant's hosted service solution as specified in the applicable Purchase Order from Customer for the specific Product purchased.

2. Hosted Services

Following the Effective Date of this Agreement and Customer meeting the requirements for purchase, Radiant will provide to Customer the access information necessary to use the SaaS Service.

- 3. Restrictions.** Except as otherwise allowable by Radiant in this Agreement or applicable Documentation, Customer also will not remove or obscure any proprietary or other notices contained in the SaaS Service, allow Identity subscriptions to be shared or used by more than one Identity, disable, or bypass the measures that Radiant may use to prevent or restrict access to the SaaS Service, publicly disseminate performance information regarding the SaaS Service, or access the SaaS Services or use the Documentation in order to build a similar product or competitive product.

- 4. Customer Responsibilities.** Customer acknowledges and agrees it will solely provide and maintain, at minimum, the necessary hardware, telecommunications services, and internet services necessary for its access and use of the SaaS Service. Radiant will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services. Customer is solely responsible for collecting, inputting, and updating all Customer Data stored in the SaaS, and for ensuring that Customer Data does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify Radiant immediately of any unauthorized use of any password or identifier, or any other known or suspected breach of security, (ii) report to Radiant immediately and use reasonable efforts to stop any unauthorized use of the SaaS Service that is known or suspected by Customer or any Identity, and (iii) not provide false identity information to gain access to or use the SaaS Service.

5. Responsibility for Data Protection. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical, Customer Data, or Customer Personal Data. To the extent Radiant stores any Customer Data, Radiant shall follow its standard archival procedures for the storage of Customer Data. In the event of any loss or corruption of Customer Data, Radiant shall follow physical, technical, and organizational measures designed to restore the lost or corrupted Customer Data from the latest backup of such Customer Data maintained by Radiant. With respect to the processing of Customer Data, Radiant will comply with its privacy and security requirements identified in its Data Processing Agreement attached as Exhibit C.

6. Service Level Agreements

The Service Level Objectives ("SLO(s)") for the SaaS Services are set forth in Exhibit B.

7. Security

- 7.1 **Security for Hosted Services.** Radiant will implement industry, best practice security safeguards for the protection of Confidential Information, including Customer Data processed, transferred to, and stored within the SaaS Service.
- 7.2 These safeguards include commercially reasonable administrative, technical, and organizational measures to protect Customer Data against destruction, loss, alteration, unauthorized disclosure, or unauthorized access.
- 7.3 Customer agrees that neither Customer or their agent shall conduct automated or manual vulnerability assessments or penetration testing without prior written consent of Radiant. All such testing must be conducted in a manner coordinated with Radiant to secure against inadvertent exposure or service degradation of Customer or other environments. Customer agrees that Radiant will be provided an unredacted copy of all testing results for the purposes of remediation.

8. SaaS Warranties

- 8.1 Radiant represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation.
- 8.2 RADIANT WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. RADIANT DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT RADIANT WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT RADIANT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY RADIANT (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER RADIANT NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL RADIANT OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. Service Data. Radiant may perform analysis of Customer's use of the SaaS Services and how such data interacts with the SaaS Service for internal business purposes to deliver,

enhance, secure, and support the Products and Services, which would be a form of the Service Data. "Service Data" means all information and data that any of the Services or Products obtain from *Customer's use*, including but not limited to, usage statistics, telemetry and analytics and similar information, collected by cookies, web beacons, and other similar applications. Radiant may disclose the results of its analysis of the Service Analytics publicly or to third parties in connection with our marketing and promotion efforts, including but not limited to presentations, technical reports, and whitepapers, provided that such results do not contain any personally identifiable information, or enable a third party to determine the source of such information.

- 10. Feedback by Customer.** If Customer makes any suggestions, comments, enhancement requests, recommendations or provides any other feedback to Radiant regarding the SaaS Service, Products, or any other matter, Radiant has and will have the right, without any requirement to compensate Customer, to use and to permit others to use any such suggestions, enhancement requests, comments, recommendations or other feedback for any purpose including, but not limited to, incorporating them into the Product, which shall be the property of Radiant.

Exhibit B

Service Level Objectives

1. Support

Service Levels

Criticality	Initial Response	Priority Definitions
Priority 1	Within one (1) hour.	Urgent (System is Down)- First response time within one (1) hour
Priority 2	Within four (4) Working Hours.	High (System is Impacted and Affecting Users)—First response time within four (4) working hours
Priority 3	Within twelve (12) Working Hours.	Medium (System is Impacted and Functionality is Limited)—First response time within twelve (12) working hours
Priority 4	Within 1 week	Low (Clarification/Enhancements)—First response time within one (1) week

2. Backup and Recovery

If any agreed upon functions are interrupted for any reason, Customer Data loss shall not exceed twelve (12) hours. Radiant shall complete recovery of Customer's environment to "known good" operational state within eight (8) hours. Customers may have responsibility for some recovery activities such as validating connections to systems outside of Radiant Logic's control or providing keys or credentials. Radiant's responsibility with respect to recovery shall be limited to recovering data and restoring systems to a "known good" operational state and only for systems or services expressly noted in an active MLSA or Maintenance and Support (M&S) contract.

3. Software Maintenance Services

- a) Radiant continually analyzes the Software to find potential for improvement, enhanced security, expanded functionality, and greater user-friendliness. Enhancements of the Software (or "releases") shall be made available to Customer from time to time. All functionality added by a Release shall be governed by the terms of this SLO and included in the subscription costs. Radiant supports older releases for a minimum of two (2) years after a new release is available. After two (2) years, any issues may be resolved by a fix or an upgrade to a newer release at Radiant's discretion. If a security vulnerability is found which does not constitute a defect, Radiant will make every reasonable effort, within the limits of its operational capability, for supported versions of Software. If such a fix is not possible in an older release, Radiant may require that vulnerable systems are upgraded at short notice to mitigate the security risk.
- b) *Other.* "Scheduled maintenance" shall be understood here to mean maintenance which occurs when Radiant detects an issue in the Radiant cloud environment that requires action to avoid unscheduled maintenance in the future. Radiant reserves the right to schedule extended maintenance of the Radiant cloud environment impacting on the SaaS Service with a minimum of five (5) business days' notice provided to Customer unless certain circumstances preclude Radiant from doing so, such as an external vendor issuing a change control to Radiant with less than five (5) business days' notice. All scheduled maintenance will take place outside of business hours.

- c) *SLOs*: To ensure that customers have access to their data when they need it, Radiant uses several levels of protection to provide customers with service availability (uptime) of 99.9%. Scheduled and regular maintenance do not constitute un-availability and are not included in the availability calculation.

Exhibit C**Data Processing Agreement**

The following data processing terms and conditions will apply to and govern Customer's use of the SaaS as applicable (the "Data Processing Terms"). The Data Processing Terms are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

1. **Designation of the Parties.** The Parties agree that, for all data received from or on behalf of Customer, or otherwise obtained in connection with the performance of Radiant obligations under this DPA or the Agreement that relates to an identified or identifiable individual, including all sensitive financial information about or belonging to individuals which includes information that relates to or is capable of identifying a natural person ("**Personal Data**"), Customer will be noted as the data controller and Radiant will be the data processor, as these terms are defined under applicable privacy law. Each Party will comply with all relevant privacy laws and its relevant obligations under this DPA. Customer will only provide the data necessary to assist Radiant with performing its obligations and not more than such data.
2. **Use of Personal Data.** Personal Data will be accessed, used, maintained, collected, shared, manipulated, disclosed, or otherwise processed by Radiant as is necessary for Radiant to perform its obligations pursuant to this DPA and the Agreement. When processing Personal Data on behalf of Customer, Radiant will ensure that any person acting on its behalf or under its authority processes the Personal Data only in accordance with what is deemed necessary by Radiant with the input from Customer. Customer will not provide any Processing Instructions that may infringe any applicable law.
3. **Privacy and Security Policy.** Radiant will implement and maintain commercially reasonable technical, organizational, and physical measures for its processing of Personal Data. Radiant will ensure that its agents and representatives processing Personal Data on behalf of Customer also keep Personal Data confidential.
4. **Agents and Subcontractors.** Customer authorizes Radiant to engage another processor to perform specific processing activities involving Personal Data on behalf of Customer. In doing so, Radiant will enter a binding written contract with the sub-processor which imposes data protection obligations at least as rigorous those as contained in this DPA.
5. **Cooperation.** Radiant will provide reasonable assistance, information, and cooperation to Customer to ensure compliance with Customer's obligations under relevant laws with respect to: (i) data security; (ii) data breach notification; (iii) responding to requests relating to Personal Data and/or Customer's data privacy or security practices from regulators or individuals; and (iv) conducting privacy impact assessments.
6. **Cross Border Data Transfers.** Customer understands and acknowledges that Radiant may process Personal Data in the United States. It is the obligation of Customer to notify Radiant if any Personal Data relates to residents of the European Union, or any other jurisdiction with specific cross-border data transfer restrictions. Where such restrictions exist, the Parties will enter into "Standard Contractual Clauses for Processors" - as approved by the European Commission and available at http://ec.europa.eu/ustice/data-protection/international-transfers/files/clauses_for_personal_data_transfer_processors_c2010-593.doc - specific countries in order to legitimize such a transfer. Where Radiant otherwise transfers Personal Data outside of its country of origin, Radiant will ensure that any transfer: (i) is pursuant to a written contract including provisions relating to security and confidentiality of any Personal Data; (ii) is made pursuant to a legally enforceable mechanism for such cross-border data transfers of Personal Data under relevant laws; (iii) is made in compliance with this DPA; and (iv) otherwise complies with relevant privacy laws.
7. **Breaches.** In the event of any access or acquisition of Customer's Personal Data by an unauthorized third- party, Radiant will notify Customer of the data breach according to its internal protocols. Radiant warrants that if there has been a breach of Customer's Personal Data, all responsive steps will be documented and will reasonably cooperate with Customer in Customer's handling of the matter, Radiant including without limitation any investigation, reporting or other

obligations required by applicable law or regulation, including responding to regulatory inquiries or investigations, and will reasonably work with Customer to otherwise respond to and mitigate any damages caused by the breach.

8. **Information Management.** Radiant will, at Customer's written request, either securely delete or return any Personal Data to Customer as soon as processing by Radiant of any Personal Data is no longer required for Radiant performance of its obligations under the Agreement and this DPA. As soon as reasonably possible upon completion of the Services under the Agreement, Radiant will securely delete all existing copies of Personal Data, unless storage of any data is required by applicable law, and if so, Radiant will notify Customer of this in writing. At Customer's written direction, Radiant will update or correct any data held by Radiant. Personal requests for inventory, updates or deletion of data held by Radiant logic shall be initiated in writing by Customer.
9. **Indemnification.** Customer agrees that it will reimburse, indemnify, and hold Radiant harmless for all costs incurred in responding to and/or mitigating damages relating to a third- party claim brought against Radiant regarding Customer's processing of Personal Data where such processing is consistent with this DPA and the Agreement.