Software-as-a-Service Agreement

Last updated September 2, 2022

This **Software-as-a-Service Agreement** (the **"Agreement"**) is entered into as of the later of the dates on which both Cequence Security, Inc., a Delaware corporation, having its principal place of business at 100 S. Murphy Avenue, Sunnyvale, California 94086 (**"Cequence"**), and the other party to this Agreement (**"Customer"**) execute the related Order Form pursuant to which they agree to be bound by the terms of this Agreement and the Order Form (the **"Effective Date"**).

WHEREAS Cequence is a supplier of software and support and maintenance services through its software-as-a-service;

WHEREAS Customer wishes to purchase a license to the software-as-a-service as provided under this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement are defined in this Section 1 or the section in which they are first used in this Agreement.

1.1. "Affiliate" means any entity under the control of Customer where "control" means ownership of or the right to control greater than fifty percent (50%) of the voting securities of such entity.

1.2. "Agreement" means this Software-as-a Service Agreement, including any Order Form(s) that reference this Agreement, Exhibits attached hereto, and policies that are incorporated by reference herein.

1.3 "Cequence Privacy Policy" means Cequence's privacy policy located at https://www.cequence.ai/privacy/ and incorporated by reference herein.

1.4 "Customer Data" means, excluding any data that Customer provides Cequence concerning the Service or its use thereof, all data and information provided by Customer or on behalf of Customer that is: (i) input into, displayed on, or processed by the SaaS; (ii) all output therefrom; (iii) any Customer information or data developed or derived from the data provided by Customer; and (iv) Personal Data.

1.5 "Documentation" means the standard documentation for the Service as provided by Cequence upon Customer's access to the Service, excluding any Cequence sales or marketing materials.

1.6 "Order Form" means an order form, sales quote or purchase order that references this Agreement and is executed by Customer (in the form of or substantially in the form of Exhibit A), evidencing a Subscription for the SaaS and, if purchased from Cequence directly, the fees for such.

1.7 "Order Form Effective Date" means the date the Order Form is effective between Cequence and Customer, as indicated by Customer's signature date on the Order Form.

1.8 "Personal Data" means, as such information is provided to Cequence under this Agreement, a person's IP address or email address made available to Cequence by Customer or on behalf of Customer (for the purpose of clarity, such data is the only personal information to be provided hereunder, and Customer shall provide no additional personal information as described in the Cequence Privacy Policy).

1.9. "Reseller" means the authorized reseller named in the Order Form, if any from which Customer purchases the SaaS from time to time.

1.10. "Service" means Cequence's Software-as-a-Service and the Support Services provided for such.

1.11 "Software" means, as made available through SaaS, Cequence's proprietary information technology software (in object code form) as specified in the Order Form, including updates, new releases and new versions provided under Support Services, and any Documentation provided therewith.

1.12 "Software-as-a Service" or **"SaaS"** means Cequence's service that makes the Software commercially available as a service offering, including updates and upgrades thereto that may be made available to Customer by Cequence through the Support Services.

1.13 "Subscription" means the license for the SaaS during the Subscription Term and the Support Services provided therewith during such term (Standard Support Services are included with the cost of the Subscription; Premium Support Services are an additional fee).

1.14 "Subscription Term" means the period of time during which the Subscription is initially contracted to be available to Customer as set forth in the Order Form(s).

1.15 "Support Policy" means Cequence's support policy for the SaaS attached hereto as Exhibit B.

1.16 "Support Services" means, as set forth in the Support Policy, the maintenance and support services for the SaaS made commercially available by Cequence, both Standard and Premium Support Services are as defined therein.

2. Operational Terms

2.1 Order Form. Subject to the terms and conditions of this Agreement, Customer may from time to time place orders with Cequence or Reseller to purchase a Subscription as specified in the Order Form. In the event Customer elects to purchase a Subscription from Reseller, Cequence will issue Customer an Order Form, documenting the critical business details of the relationship such as the SaaS ordered pursuant to the Subscription and the Subscription Term.

2.2 Acceptance of Orders. Cequence may accept Customer's orders in its sole discretion by providing an Order Form or similar document to Customer, confirming the particulars of the order. The Order Form shall be executed by Customer.

2.3 Delivery. Cequence will promptly make the Service available within a reasonable time after Customer has executed the Order Form.

2.4 Installation and Conversion of Customer Data. Customer shall be solely responsible for (i) any conversion of Customer Data required to make such data compatible with the SaaS, and (ii) providing Cequence access to and a license to use the Customer Data as necessary to fulfill Cequence's obligations under this Agreement.

3. License

3.1 License Grant to the Service. Subject to the terms and conditions of this Agreement, during the Subscription Term, Cequence hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to access and use the Service for the purpose of analyzing the Customer Data and rendering reports of the results of such analysis to Customer for Customer's sole benefit.

3.2 Contractors and Affiliates. Customer may permit its independent contractors and consultants who are not competitors of Cequence (**"Contractors"**) and its Affiliates to access and use the Service, provided Customer remains responsible for such Contractor's and Affiliate's

compliance with the terms and conditions of this Agreement and any such use of the Service by such Contractor or Affiliate is for the sole benefit of Customer or such Affiliate. Use of the Service by Affiliates, Contractors and Custo in the aggregate must be within the restrictions in the applicable Order Form. The Affiliate rights granted in this section shall not apply to any "enterprise wide" license unless Affiliate usage is designated in the applicable Order Form.

3.3 License Restrictions to the Service. Each license granted under Section 3.1 is subject to the restrictions below and any additional provisions set forth in the Order Form. Without limiting the foregoing Customer shall not: (i) modify, adapt, alter, publicly display, publicly perform, translate or create derivative works of the Service; (ii) use the Service to provide or create, or incorporate the Service into, any similar service provided to a third party or otherwise directly expose the functionality of the Service to any third party; (iii) sell, sublicense, lease, rent, loan or otherwise provide access to the Service to any third party or use the Service for the benefit of any third party; (iv) reverse engineer, decompile, disassemble or in any way attempt to obtain the source code or algorithms of the Service; (v) disclose, outside of Customer, any performance information or analysis from any source relating to the Service or publish any information derived from the Service; (vi) remove, alter or obscure any proprietary or other notices contained in the Service; (vii) use the Service in any manner other than as described in the Documentation, this Agreement, or in excess of the license parameters set forth in the Order Form; (viii) use the Service or any component or any information derived therefrom to create a competitive product or service; (ix) adversely impact the speed, security or integrity of the Service (or any data contained within the Service); (x) conduct any penetration testing or exploit or attempt to exploit any vulnerabilities in the Service; or (xi) allow any third party to do any of the foregoing.

3.4 Access to Information from Customer's Use of the Service. During the term of this Agreement, Cequence reserves the right to request from Customer any logs, reports, data or additional information in order for Cequence to ensure the Service is functioning properly, improve the Service, and ensure Customer is using the Service only in environments supported by Cequence. Cequence may, upon Customer's consent, access the foregoing information directly. In any event upon Cequence's request for such

information, Customer will promptly supply such data or other information requested by Cequence as it relates to this section.

3.5 Use of Analytics. Cequence shall have the right to retain and use the aggregated, anonymized analytics that are yielded from the processing of the data generated from Customer's use of the Service, provided that Cequence shall not process such data in an individually identifiable way.

4. Support Services

Subject to the payment of the Subscription fees, Cequence shall make commercially reasonable efforts to provide the Support Services for the SaaS in accordance with the Cequence Support Policy.

5. Fees and Payment

5.1 Payment. Payment of all fees for the Subscription shall be made to Cequence pursuant to the terms of the Order Form unless a purchase is otherwise made through Reseller. In the event no payment terms are specified in the Order Form, payment of all fees due hereunder shall be made within thirty (30) days after the date of invoice. All payments must be made in U.S. Dollars. Late payments will accrue interest at the rate of one and one half percent (1½%) per month or, if lower, the maximum rate permitted under applicable law. Cequence will send its invoice to the address provided by Customer, referencing any purchase order provided by Customer.

5.2 Taxes. Customer shall be responsible for all taxes, withholding, levies and other charges arising out of this Agreement for any Subscription, except for taxes based on the net income of Cequence.

5.3 Fee Adjustments. For any renewal term following the initial Subscription Term, Cequence may increase the fees for the Subscription to include an inflation adjustment based on the most recent CPI-U. Cequence reserves the right to further adjust the fees under this Agreement based on market conditions. Any adjusted fees shall only apply to subsequent annual terms and shall not affect the Subscription for which Customer has already paid the applicable fees.

5.4 True Up for Excess Usage. Within thirty (30) days subsequent to the expiration of the then-current Subscription Term, Cequence will provide Customer an invoice itemizing any net payable fees based on usage exceeding the terms of the Subscription. Any fees due shall be paid by Customer in accordance with Section 5.1.

6. Cequence Intellectual Property

As between the parties, the Software and the Service, including, but not limited to, copyrights, trade secrets, trademarks, service marks, patents, modifications, improvements and all other software, data, content, user interface, analytics, investigative models and other models related to such, reports, outputs, documentation, manuals, notes, supporting information, any other digital information that Cequence makes available to Customer, and all intellectual property rights related thereto and therein are the exclusive property of Cequence. Except for the rights expressly granted by Cequence to Customer under this Agreement, (i) Cequence (and its suppliers) reserves all right, title and interest in and to the Software and Service and all intellectual property named above and the rights therein, whether created before or during the course of this Agreement and any new intellectual property created and/or provided to Customer hereunder, and (ii) no right, title, ownership interest in or to the Software, Service or other Cequence intellectual property whether by implication, estoppel or otherwise, is granted, assigned or transferred to Customer under or in connection with this Agreement.

7. Customer Data

In providing Customer Data to Cequence hereunder, Customer warrants that it shall provide such data to Cequence only to the extent necessary for Cequence to perform its obligations under this Agreement. Although the Cequence Privacy Policy protects personal information on a broader level (as defined therein), Customer warrants that it shall not provide any personal information pursuant to this Agreement other than Personal Data, as defined herein. Any Personal Data is subject to Cequence's Privacy Policy. Upon Customer's written request during the Subscription Term, Cequence shall deliver to Customer a copy of all Customer Data in Cequence's possession or control in a mutually agreed, commercially reasonable, and readily accessible format.

8. Confidential Information

The term **"Confidential Information"** shall mean any information disclosed by either party (the **"Discloser"**) to the other party (the **"Recipient"**) in connection with this Agreement that: (i) if disclosed in writing, is marked as "Confidential" or "Proprietary;" (ii) if disclosed orally, is identified as "Confidential" or "Proprietary" at the time of disclosure and is summarized in writing shortly after the oral disclosure; or (iii) information such as source code, object code, documentation, inventions, trade secrets, technical data, data compilations,

processes, designs, drawings, methods, know-how, business plans, and pricing. In addition, that which is reserved as Cequence intellectual property under Section 6, the Service, and any modifications, improvements or information related to the foregoing shall be considered Cequence Confidential Information. Recipient shall treat as confidential all Confidential Information of Discloser and shall not use such Confidential Information except as expressly permitted under this Agreement. Recipient shall not disclose such Confidential Information to any third party without Discloser's prior written consent; provided, however, that Recipient may disclose Discloser's Confidential Information to its employees and contractors who have entered into a written agreement with Recipient that is no less protective of Discloser's Confidential Information than this Agreement and who have a need to know such information (including in order to provide services to Recipient). Recipient shall assume liability for use of the Confidential Information by its employees, agents, and contractors. Recipient shall use the same measures to protect Discloser's Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable measures. Notwithstanding the above, the restrictions of this Section 8 shall not apply to information that: (a) is independently developed by Recipient without any access to the Confidential Information of Discloser; (b) becomes known to Recipient, without restriction, from a third party without breach of any confidentiality obligation to Discloser and who had a right to disclose it; (c) is or becomes in the public domain through no act or omission of Recipient; or (d) is required to be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body (but only to the minimum extent required to comply), provided, however, that Recipient shall provide prompt notice thereof to Discloser and shall use its reasonable efforts to obtain a protective order or otherwise prevent public disclosure of such information. Except as provided in this Section 8, neither party will disclose any terms of this Agreement to any third party other than to: (x) its attorneys, accountants and other professional advisors under a duty of confidentiality; (y) interested parties under a duty of confidentiality in connection with a proposed merger, any debt or equity financing or any public offering of shares or sale of such party's business; or (z) in connection with a mutually agreed upon press release.

9. Representations and Warranties; Disclaimer

9.1 Customer Warranties. Customer represents and warrants that (i) it owns the Customer Data or has obtained all applicable permissions, authorizations, or licenses from each of its data sources or systems and has all rights that are or may be necessary to provide the Customer Data hereunder and for Customer and Cequence to collect, process or use such in connection with or as contemplated under this Agreement; and (ii) it has executed all necessary agreements with any Contractors that it has engaged to provide services related to this Agreement and will assume liability for such Contractors' actions as related to this Agreement, the Service and Cequence Confidential Information. Cequence disclaims any responsibility or liability for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to collect, process, or use the Customer Data.

9.2 Cequence Warranties.

9.2.1 Performance Warranty. Cequence warrants to Customer that, for a period of ninety (90) days from the Effective Date (the **"Warranty Period"**), the SaaS, when used as permitted under this Agreement and in accordance with the Documentation, will operate in substantial conformity with the Documentation. Cequence's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Cequence's sole discretion, to use commercially reasonable efforts to correct the non-conformity; provided that Cequence is notified in writing of such non-conformity within the Warranty Period. This warranty shall not apply if: (i) the SaaS is used outside the scope of this Agreement or used inconsistently with the Documentation; (ii) the SaaS is modified or altered in any way except by Cequence; or (iii) any non-conformity in the SaaS is due to misuse of the SaaS by Customer. Any error correction will not extend the original Warranty Period.

9.2.2 Virus Warranty. Cequence warrants to Customer that the Software, as made available through the SaaS, has been tested with commercially recent virus detection software to ensure that when made available, the Software does not contain any viruses that would have the effect of disabling Customer's systems or providing unauthorized access to Customer Data. In the event Cequence breaches this warranty, Customer's sole and exclusive remedy shall be for Cequence to use commercially reasonable efforts to eliminate the virus from the Software. This warranty shall not apply if: (a) the Software is used outside the scope of this Agreement or inconsistently with the Documentation; (b) the Software is modified or altered in any way except

by Cequence; (c) any virus is due to misuse of the Software; or (d) the introduction of any virus is caused by Customer.

9.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 9, THE SOFTWARE, SERVICE AND ANY MATERIALS PROVIDED HEREUNDER ARE PROVIDED "AS IS," AND CEQUENCE MAKES NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CEQUENCE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. CEQUENCE DOES NOT WARRANT THAT THE SOFTWARE, SERVICE OR ANY MATERIALS WILL BE PROVIDED ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 9 AND THAT NO WARRANTIES ARE MADE BY ANY OF CEQUENCE'S SUPPLIERS OR CONTRACTORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRICES OFFERED UNDER THIS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT CEQUENCE CANNOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

10. Indemnification

10.1 Cequence Indemnification. Subject to Sections 10.2 and 10.3, Cequence will (i) defend and/or settle at its own expense any action brought against Customer by a third party, to the extent that such action is based on a claim that the Service infringes such third party's U.S. patents or Berne Convention copyrights, and (ii) indemnify Customer for those costs and damages finally awarded against Customer in any such action that are attributable to such claim, or those costs and damages agreed to in a monetary settlement of such claim. The foregoing obligations are conditioned on Customer: (a) promptly providing Cequence with written notice of any claim; (b) giving Cequence sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Cequence's request and expense, assisting in such defense. Customer may, at its expense, participate in such defense if it chooses. Cequence will not reimburse Customer for any

expenses incurred by Customer without the prior written approval of Cequence.

10.2 Infringement Remedy. If the Service becomes, or in Cequence's opinion is likely to become, the subject of an infringement claim that Cequence is required to defend pursuant to Section 10.1, Cequence may (at its option and expense) either (i) procure for Customer the right to continue using the affected Service, or (ii) modify the non-conforming Service so that it becomes non-infringing. In the event Cequence is unable to do that which is specified in subsections (i) or (ii), Cequence may terminate Customer's Subscription to the infringing Service. SECTIONS 10.1 AND 10.2 STATE CEQUENCE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS AND ACTIONS RELATED TO INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

10.3 Exclusions. Notwithstanding the foregoing, Cequence will have no obligation under this Section 10 or otherwise with respect to any infringement claim to the extent based upon: (i) any use of the Service not in accordance with this Agreement or the Documentation; (ii) any use of the Service in combination with other products software or data not provided by Cequence; (iii) any modification of the Service by any person or entity other than Cequence; (iv) any intellectual property owned or licensed by Customer; or (v) open source software.

10.4 Customer Indemnification. Customer will defend and/or settle at its own expense any action brought against Cequence by a third party arising from or relating to: (i) any Customer Data or use thereof as contemplated hereunder that infringes any intellectual property or privacy rights; (ii) any sharing of the Service with or (use thereof by) Contractors or Affiliates; and (iii) the exclusions in Section 10.3 (i) – (iv). Further, Customer will indemnify Cequence for those costs and damages finally awarded against Cequence in any such action that are attributable to such claim, or those costs and damages agreed to in a monetary settlement of such claim. The foregoing obligations are conditioned on Cequence: (a) promptly providing Customer with written notice of any claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

11. Security

Cequence will use commercially reasonable technical and organizational measures to prevent unauthorized access, use, alteration or disclosure of the Customer Data. However, Cequence shall have no responsibility for errors in transmission, unauthorized third party access or other causes beyond Cequence's control. Customer understands that it is responsible for maintaining appropriate security, protection and backup of the Customer Data. Customer agrees that any log-in credential and private keys generated hereunder are for Customer's internal use only, and Customer may not sell, transfer or sublicense them to any other entity or person.

12. PCI Compliance

To the extent Cequence processes payment account information or cardholder data, Cequence will do so in compliance with the payment card industry data security standard (**"PCIDSS"**), and hereby acknowledges its responsibility for the security of any cardholder data (as such term is defined in the PCIDSS) that it processes in connection with the Service.

13. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO (I) LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) IN THE CASE OF CEQUENCE, ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE SERVICE OR ANY OTHER MATERIALS PROVIDED HEREUNDER. NEITHER PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR, IF NO FEES ARE PAID, ONE THOUSAND DOLLARS ($1,000). THE FOREGOING LIMITATIONS IN THIS SECTION 13 SHALL NOT APPLY TO OR OTHERWISE LIMIT THE BREACH OF SECTION 8, THE OBLIGATIONS UNDER SECTION 10, OR BREACH OF CEQUENCE'S INTELLECTUAL PROPERTY RIGHTS. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 13 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES. THIS

LIMITATION OF LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

14. Term and Termination

14.1 Term. The term of this Agreement will begin on the Effective Date and will continue, unless sooner terminated pursuant to this Section 14. After the initial Subscription Term, this Agreement shall automatically renew for successive one (1) year terms at the pricing that was in effect during the immediately prior Subscription Term plus any inflation adjustment to such pricing that may be made pursuant to Section 5.3, unless either party notifies the other party in writing of its intent not to renew at least thirty (30) days prior to the expiration of the current Subscription Term.

14.2 Termination. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach. Cequence may terminate this Agreement immediately if Customer violates its obligations under Sections 3.2, 7, 8, or 9.1.

14.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason, all rights and obligations under this Agreement shall terminate except as specifically provided under this Section 14.3, and Customer shall immediately pay all amounts owed to Cequence under this Agreement, if any, prior to such expiration or termination and shall immediately cease any access to or use of the Service. Customer will also return to Cequence all Cequence Confidential Information obtained during the course of this Agreement, including Documentation. Customer acknowledges that thirty (30) days following termination it shall have no further access to the Service or any Customer Data provided to the Service, and that Cequence may delete any Customer Data as may have been stored by Cequence at any time. Sections 1, 6, 7, 8, 9, 10, 13, 14 and 16 will survive the expiration or termination of this Agreement for any reason.

15. Evaluation

15.1 Evaluation Product. From time to time, Customer may wish to evaluate the SaaS on a temporary basis for non-commercial use ("Evaluation Service"). If Cequence agrees to such evaluation and conditioned on Customer's compliance with the terms and conditions of this Agreement, Cequence grants to Customer during the Evaluation Period (as defined below), a cost-free, non-exclusive, non-transferable, non-assignable, non-sublicensable,

revocable license to use the Evaluation Service solely for Customer's internal evaluation of the Evaluation Service. Customer may only grant access to the Evaluation Service to Contractors and Affiliates in accordance with Section 3.2 above. Notwithstanding anything to the contrary as stated in this Agreement, all right, title and interest to the Evaluation Service, and all intellectual property rights in and to them, are and will remain the exclusive property of Cequence.

15.2 Evaluation Period. Unless otherwise agreed to by the parties in writing or terminated earlier in accordance with this Agreement, an evaluation shall commence upon Cequence making the Evaluation Service available to Customer and continue up to thirty (30) days thereafter ("Evaluation Period"). Upon the expiration or termination of the Evaluation Period, unless Customer has executed an Order Form in accordance with Section 2.1 for a Subscription to the SaaS, (i) all licenses granted under this Section 15 for such evaluation will cease, and (ii) Customer will immediately cease its use of the Evaluation Service and return to Cequence all Confidential Information obtained during the course of the Evaluation Period.

15.3 Additional Evaluation Terms. Notwithstanding anything to the contrary as contained in this Agreement, Customer acknowledges and agrees that the Evaluation Service is provided for evaluation "AS-IS," and Cequence makes no representations or warranties of any kind, express, implied or statutory, with respect to the Evaluation Service, including, without limitation and to the maximum extent permitted by law, the implied warranties of merchantability, fitness for a particular purpose, accuracy, result, effort, title and non-infringement.

16. General

16.1 Notices. All notices, consents demands and approvals under this Agreement must be delivered in writing by courier or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the Order Form and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

16.2 Relationship of the Parties. The parties hereto are independent contractors. Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose.

16.3 Export Control. Customer acknowledges and agrees that it will comply with all applicable export and import control laws and regulations of the United States and foreign jurisdictions in which the Service is accessed or used. Without limiting the foregoing, (i) Customer 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, (ii) Customer shall not (and shall not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Customer shall not submit to the Service any information that is controlled under the U.S. International Traffic in Arms Regulations.

16.4 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement to any third party without the other party's prior written consent, except in the event of a merger, acquisition or transfer of all or substantially all of a party's assets, in which case the assignor shall provide written notification of such assignment. Any attempted assignment or transfer in violation of the foregoing will be void.

16.5 No Waivers. All waivers must be in writing; any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.6 Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16.7 Governing Law. This Agreement will be governed by the laws of the State of California in the United States of America, as such laws apply to contracts between California residents negotiated, executed and performed entirely within California. The Uniform Computer Information Transactions Act (UTICA) and the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party irrevocably submits to the exclusive

personal jurisdiction and venue of any such court in any such action or proceeding.

16.8 Force Majeure. Except for Customer's obligations to pay Cequence, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including any internet or electronic communications failures.

16.9 Purchase Orders. Nothing contained in any purchase order, purchase order acknowledgement, or invoice shall in any way modify or add any additional terms or conditions to this Agreement; purchase orders are non-cancelable and non- refundable.

16.10 Entire Agreement. This Agreement shall constitute the entire agreement between the parties concerning the subject matter hereof. All prior and contemporaneous agreements, understandings, negotiations or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety. This Agreement may be amended only by a written document signed by both parties. The terms of this Agreement will control over any conflicting, different or additional provisions in any standard terms and conditions set forth in Customer's form documents (including any purchase order or pre-printed or click-through agreement contained on Customer's web site or any Customer form agreement or document), notwithstanding anything to the contrary in such documents. An original, facsimile, or electronically signed Agreement or attachment hereto will be considered a valid, executed document.

EXHIBIT A to the SOFTWARE-AS-A-SERVICE AGREEMENT
Order Form

Order Form Effective Date: _____

Reseller:

Customer Information:

Name:_____

Address:_____ Contact

Person:_____

Bill to Information:

Name:_____

Address:_____

Contact Person:_____

Phone Number:_____

Fax Number:_____

Email Address:_____

Subscription Term:

Software provided by SaaS:

Number of Licenses:

Fee:

Customer acknowledges and agrees that the use of the Service (collectively, the SaaS and Support Services) ordered pursuant to this Order Form shall be subject to the terms and conditions of the Software-as-a-Service Agreement referenced above.

Customer hereby executes this Order Form as of the Order Form Effective Date above.

Customer:

Signature:_____

Name:_____

Title:_____

Date:_____

EXHIBIT B

to the

SOFTWARE-AS-A-SERVICE AGREEMENT

Support Policy

This Cequence Support Policy (**"Support Policy"**) applies to Customer's access and use of the applicable SaaS purchased under the Software-as-a-Service Agreement or SaaS Agreement (**the "Agreement"**).

1. Cequence Support Service Offerings

Cequence offers Standard and Premium Support Services as described below.

The following timetable is for Standard and Premium Support Services for the SaaS:

Support Type	Standard Support (included in the fees for the SaaS Subscription)	Premium Support (additional fees required)
Severity	**Initial Response Time**	**Initial Response Time**
Critical	< 1 Hour	<30 minutes

High	4 Business Hours*	2 Business Hours*
Medium	1 Business Day	6 Business Hours*
Low	5 Business Days	2 Business Days

* Business Hours defined by the local time of the authorized technical contact.

2. Priority Levels

Customer shall reasonably self-diagnose each support issue and recommend to Cequence an appropriate Priority Level (as defined below). Cequence shall validate Customer's Priority Level designation or notify Customer of a proposed change in the Priority Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Priority Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Cequence Priority Level designation. In the event a conflict requires a management discussion, both parties shall be available within two (2) hours of the escalation.

Priority Level	Description
Critical	The SaaS is unavailable, which critically affects Customer's production environment. Customer observes a complete loss of service. A workaround is not yet available.
High	The SaaS is down such that Customer is significantly impacted and cannot execute one or more important business processes. No workaround or alternative is available.
Medium	The SaaS performance is substantially degraded or restricted and exposed to potential interruption. A workaround exists but is not optimal.
Low	No impact to the functionality of the SaaS or Customer's production environment or business. This includes requests about the SaaS, such as an enhancement, information, documentation, and how-to questions. There is no loss of service.

3. Support Portal Features

Cequence makes its online Support Services available through the following methods:

3.1 Cequence Support Portal. Customer may create a case through Zendesk (cequence.zendesk.com), in order to expedite its questions being answered, share documentation, and provide additional information about its case.

3.2 Knowledge Based Articles. Cequence's Support Portal includes a library of Knowledge Base Articles designed to provide Customer with solutions and technical documents that contain information about common problems and steps to resolve the issues. These Knowledge Base Articles enable Customer to draw of the experience of other Cequence customers, partners, and experts. Cequence also posts notifications about new releases of the SaaS.

3.3 Case Management. Customer may create, update, manage, and track Customer's case online. For more information, see Case Submission.

3.4 Announcements. Cequence posts announcements, release notes, and alerts on a regular basis concerning the SaaS.

4. Support Hours and Language

4.1 Support Hours. Cequence makes Support Services available 24x7x365.

4.2 Support Language. Cequence offers the Support Services in English as is the primary language.

5. Case Submission

Customer may submit a case as follows:

1.

   1. Open cequence.zendesk.com and login to the Cequence Support Portal. If Customer is a new user, click here to register on the Cequence Support Portal.

   2. Click the Submit a Case option under the Support Quick Links section.

   3. On the Submit a New Case page, provide the following information to assist the Support Services team:

      - Issue description, priority, and case type.

      - SaaS details, such as Cequence CQAI SaaS or Cequence API Spartan SaaS, and operating system details.

- Attachments that include screen captures of the issue, log files, and other relevant information.

When Customer enters the case details, related articles will be displayed to help resolve issues. If the suggested articles do not provide the information required, Customer may proceed to Submit a Case.

2. Click Submit a Case. After submitting a case, Customer may (i) track the status of the case, (ii) add comments online, or (iii) change the priority of the case or escalate the case.

3. Information to Provide During Case Submission. While resolving Customer's case, the support engineer will request that Customer provide key information or perform certain tasks. Customer may be required to perform the following tasks:

   o Provide clear description and system information while reporting an issue.

   o Provide specific logs from the system and perform tests to generate debug logs.

   o Involve networking, database, or other technology-specific administrators to help troubleshoot the issue.

   o Involve relevant third-party software vendors or hardware vendors wherever required.