

Swimlane Customer Agreement Subscription License

This SWIMLANE CUSTOMER AGREEMENT (this “**Agreement**”) is made as of the Effective Date (as shown on the signature page below), by and between SWIMLANE, INC. company (“**SWIMLANE**”) and the End User as executed below (“**Customer**”). Swimlane and Customer are sometimes referred to as the “**Parties**” and each individually as a “**Party**.”

1. License Grant; Use of Software

1. License. Subject to the terms and conditions in this Agreement, Swimlane grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, limited right and license to access and use Swimlane’s proprietary automated security operations platform provided as an on-premise software solution (the “**Software**”) during the Term (as defined below) and solely for Customer’s internal business purposes.
2. Customer Responsibilities and Obligations. Customer: (i) is solely responsible for the use of the Software by Customer and Customer’s employees, agents, contractors, representatives and any other personnel authorized by Customer to access the Software (collectively, “**Users**”); (ii) shall require Users to comply with the terms of this Agreement and User license agreement required at the time of installation (“**EULA**”) referenced in Exhibit D; and (iii) shall require Users to comply with the terms of this Agreement; and (iv) shall comply with all applicable federal, state, local, foreign and international laws, rules, regulations, ordinances, treaties and governmental orders (collectively, “**Laws**”) in using the Software (including, without limitation, (A) all antibribery laws (including the Foreign Corrupt Practices Act (US) and the Anti Bribery Act (UK)); and (B) all export control laws and regulations (including the U.S. Export Administration Regulations).
3. Ownership of the Software.
 1. The Software is Swimlane’s sole and exclusive property including all: (A) updates, improvements, enhancements, revisions, modifications, new releases and versions, fixes, patches, and derivative works of the Software, user guides, reference manuals, installation materials, and other supporting documentation related to the Software; and (B) integrations, customizations, components, modules, workflows or other work product produced by Swimlane (whether alone or jointly with Customer) for Customer and including all Intellectual Property rights thereto and therein. Any of the items described in this Section 1(c)(i) are deemed to be included in the definition of “Software” hereunder. No rights are granted to Customer other than as expressly described in this Agreement.
 2. As used herein, “**Intellectual Property**” means any and all discoveries, improvements, ideas, concepts, creative works, processes, methods, formulas, techniques, know-how, designs, works of authorship, trade secrets, copyrights, patent rights, trademarks, service marks, and any other proprietary rights. Customer may provide suggestions, enhancement requests, recommendations, comments or other feedback (“**Feedback**”) to Swimlane relating to the Software

or Services. Swimlane may use and include any Feedback, and any Intellectual Property therein, that Customer chooses to voluntarily provide to improve the Software, Services, or any other related technologies. Customer agrees that Swimlane may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback, including any Intellectual Property therein, in the Software, Services, or other related technologies. Swimlane may modify, change, and upgrade the functionality, features, and capabilities of the Software and the underlying technical infrastructure, in its sole and absolute discretion.

3. Customer shall not and shall not direct any third party to: (A) license, sublicense, modify, copy, reproduce, rent, loan, lease, sell, assign, distribute, commercially exploit, create derivative works based on, infringe or violate Swimlane's Intellectual Property rights, or other rights in, the Software; (B) decompile, disassemble, translate, reverse engineer or otherwise attempt to identify, reconstruct, derive or discover the source code of the Software; (C) remove or alter any identification or proprietary notices appearing in the Software; (D) circumvent or violate the technical restrictions of the Software; (E) publicly disseminate performance information about or analysis of the Software, including benchmarking test results; (F) access the Software in order to (1) build a competitive product or service, or (2) copy any ideas, features, functions or graphics of the Software; (G) use the Software for any purpose other than as expressly authorized herein; or (H) take any action that would cause any part of the Software to be placed in the public domain.
4. Without identifying Customer as the data source, Customer hereby grants Swimlane the right to use the data generated, in aggregated form where applicable, from Customer's use of the Software to maintain, support, and improve the Software, and for any other legal purpose. For the avoidance of doubt, Customer will not provide Swimlane with access to any data that would identify a particular individual or other sensitive personal information.
5. Customer acknowledges the Software may include third party software, including open source software components embedded in, or otherwise provided with, the Software ("Third Party Software"). Third Party Software is expressly excluded from the defined term "Software" as used throughout this Agreement.
6. If Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or 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. This product was developed fully at private expense. All other use is prohibited.

2. Services

Subject to Customer's payment of applicable fees, Swimlane will provide maintenance and support services ("**Maintenance Services**") as set forth in Exhibit B and included in the annual

subscription Software license fee (as further defined in Section 3). To the extent applicable, Customer may purchase Professional Services (“**Professional Services**”) in accordance with Exhibit C and pursuant to the fees set forth in Exhibit A. Hereinafter, “**Services**” means, collectively, Maintenance and Professional Services, as applicable.

3. Fees

Customer will pay Swimlane the Software license fee and the Services fees described in Exhibit A. Swimlane reserves the right to adjust the fees at any time at Swimlane’s sole and absolute discretion. Any adjustments to the fees will take effect in the next Renewal Term. All fees paid to Swimlane are non-refundable. Swimlane may charge interest on all undisputed overdue fees at a rate equal to one and one-half percent (1.5%) per month (or, if lower, the maximum allowable by Law) on the unpaid amount until such amounts are paid. Customer will be solely responsible for, and will pay, any sales, use, excise, transfer, value-added and any other taxes and levies (other than taxes based on Swimlane’s income) that are imposed by any governmental authority in connection with this Agreement. All payments made by Customer under this Agreement shall be made without deduction for, or on account of, any taxes, levies, imposts, duties, charges, fees, or withholdings of any nature now or hereafter imposed by any governmental authority except as required by Law. If Customer is required to make any such deduction, Customer shall pay to Swimlane, no later than the time the payment subject to withholding is required to be made, such additional amounts as are necessary so that Swimlane receives, after such deduction, the full amount that Swimlane would have received but for the deduction.

4. Term and Termination

1. **Term.** The initial term of this Agreement commences on the Effective Date and will continue for a period of one (1) year (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement will automatically renew for additional, successive one (1) year terms (each a “**Renewal Term**” and the Initial Term and all Renewal Terms are collectively, the “**Term**”), unless either Party provides written notice of non-renewal at least forty-five (45) days prior to the end of the Initial Term or the Renewal Term then in effect.
2. **Termination.** This Agreement may be terminated pursuant to any of the following provisions:
 1. **Default.** If a Party fails to materially perform or comply with any of its obligations under this Agreement, and such failure is not remedied within thirty (30) days after receipt of written notice of such failure, then the other Party may terminate this Agreement effective upon expiration of such thirty (30) day cure period.
 2. **Insolvency/Bankruptcy.** Swimlane may terminate this Agreement effective immediately upon written notice to Customer if Customer: (A) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver, or similar authority; or (B) becomes subject to any bankruptcy or insolvency proceedings or orders.

3. **Default of Certain Terms.** If Customer breaches any of Customer's obligations under Sections 1(b), 1(c), or 9(b), Swimlane may terminate this Agreement effective immediately upon written notice to Customer.
3. **Effect of Termination.** Upon termination or expiration: (i) Customer will immediately stop using the Software; (ii) Customer's Software license will immediately terminate; (iii) Swimlane will immediately cease provision of the Services; and (iv) Customer will pay Swimlane, within ten (10) business days following the termination or expiration date, all accrued fees and any other charges that remain unpaid.

5. Representations and Warranties

Customer represents and warrants to Swimlane that: (a) Customer has the requisite power and authority to execute, deliver, and perform Customer's obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by Customer do not and will not: (i) conflict with, or constitute a default (now or in the future) of any agreement, instrument or other understanding to which Customer is bound; or (ii) result in a violation of any Laws or other restriction of any court or governmental authority to which Customer is subject

6. Disclaimers

THE SOFTWARE AND ANY THIRD PARTY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS. SWIMLANE MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SECURITY, ACCURACY, COMPLETENESS, TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SOFTWARE, THIRD PARTY SOFTWARE OR THE SERVICES OR ANY MATERIALS PROVIDED IN CONNECTION THEREWITH. SWIMLANE DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (A) THE SOFTWARE OR ANY THIRD PARTY SOFTWARE WILL BE 100% SECURE OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SERVICE OR DATA; (B) THE SOFTWARE, THIRD PARTY SOFTWARE AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA STORED USING THE SOFTWARE WILL BE ACCURATE, RELIABLE, OR SECURE; (D) ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED; (E) THE SOFTWARE OR ANY THIRD PARTY SOFTWARE OR SERVICES USED BY SWIMLANE IN CONNECTION WITH THE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE SOFTWARE WILL DETECT, ALERT CUSTOMER TO, RESPOND TO, OR RESOLVE ANY GIVEN SECURITY THREAT OR BREACH.

7. Limitation of Liability 1. EXCEPT FOR: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8(a) OR 8(b); (B) A BREACH OF A PARTY'S

CONFIDENTIALITY OBLIGATIONS; AND/OR (C) CUSTOMER'S BREACH OF ITS OBLIGATIONS

UNDER SECTIONS 1(b) AND/OR 1(c), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES IN CONNECTION WITH OR ARISING OUT OF: (I) THE SOFTWARE, SERVICES, OR ANY THIRD PARTY SOFTWARE, SERVICES, CONTENT OR OTHER MATERIALS USED WITH THE SOFTWARE AND/OR THE SERVICES; (II) ANY THIRD PARTY SOFTWARE, SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR USED IN CONNECTION WITH THE SOFTWARE AND/OR THE SERVICES; OR (III) THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR ANY BREACH BY A PARTY HEREOF), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER CONTRACT, TORT OR OTHERWISE) AND EVEN IF A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, USE OR LOSS OF DATA, UNDETECTED OR DELAY IN THE DETECTION OF SECURITY BREACHES AND THREATS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, AND THE CLAIMS OF THIRD PARTIES).

2. EXCEPT FOR: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTIONS 8(a) OR 8(b); (B) A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS; AND/OR (C) CUSTOMER'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 1(b) AND 1(c); AND (D) FEES OWED BY CUSTOMER TO SWIMLANE, EACH PARTY EXPRESSLY AGREES THAT THE TOTAL LIABILITY OF THE OTHER PARTY UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR THE OTHER PARTY'S ACT OR OMISSION HEREUNDER, OR FOR ANY BREACH HEREOF) WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY RECEIVED BY SWIMLANE FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH PARTY'S CLAIM.
3. SOLELY WITH RESPECT TO SWIMLANE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(c), SWIMLANE'S ENTIRE LIABILITY TO CUSTOMER IS LIMITED SOLELY TO ACTUAL AND DIRECT DAMAGES FINALLY AWARDED BY A COURT OF COMPETENT JURISDICTION IN AN AMOUNT NOT TO EXCEED THE LESSER OF: (A) THE LIMITATION OF DAMAGES SET FORTH IN SECTION 7(b); OR (B) \$1,000,000.00. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL SWIMLANE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES PURSUANT TO THIS SECTION 7(c).

8. Indemnification

1. Customer will defend, indemnify and hold harmless Swimlane and Swimlane's affiliates, officers, directors, members, managers, equity holders, employees, insurers, legal counsel, representatives, and agents from and against any and all third party claims (including any investigation, action or other proceeding) and all damages, losses, liabilities, costs and expenses (including attorneys' fees and court costs) that constitute, or arise out of or in connection with: (i) any breach by Customer of Customer's representations, warranties, agreements and covenants set forth in this Agreement; or (ii) use or misuse of the Software and/or the Services by Customer.
2. Solely with respect to the Swimlane Software, and as Swimlane's sole liability and Customer's exclusive remedy, Swimlane will defend, indemnify and hold harmless Customer from and against any and all third party claims alleging that the Software provided by Swimlane under the Agreement infringes the intellectual property rights of such third party; provided, that Customer: (i) promptly notifies Swimlane of the claim in writing; (ii) cooperates with Swimlane in the defense of the claim; and (iii) grants Swimlane sole control of the defense and settlement of the claim. Swimlane will have no obligations to defend, indemnify or hold Customer harmless pursuant to this Section 8(b) if the infringement claim is caused by (i) Customer's misuse or modification of the Software and without such misuse or modification the infringement would not have occurred; (ii) Customer's failure to implement updates or enhancements provided to Customer by Swimlane within a reasonable period of time; and/or (iii) Customer's use of the Software in combination with any product not owned or developed by Swimlane and without such non-authorized combination the infringement would not have occurred. If the Software is, or in Swimlane's opinion, likely to be held to be infringing, Swimlane may, at its expense and sole option, either: (x) procure the right for Customer to continue using it; (y) modify the Software to make it non-infringing, provided the modifications do not materially change the functionality of the Software; or (z) replace the Software with a non-infringing product with materially similar functionality. If Swimlane determines, in its sole discretion, that x-z are not commercially feasible, Customer shall return the Software and Swimlane will refund Customer a pro-rated amount of pre-paid fees for such Software (calculated based on a percentage of time remaining in the Initial Term or the Renewal Term then in effect).
3. Solely with respect to Third Party Software, and as Swimlane's sole liability and Customer's exclusive remedy, Swimlane will defend, indemnify and hold harmless Customer from and against any and all third party claims alleging that the Third Party Software provided by Swimlane in conjunction with the Software under the Agreement infringes the intellectual property rights of such third party; provided, that Customer: (i) promptly notifies Swimlane of the claim in writing; (ii) cooperates with Swimlane in the defense of the claim; and (iii) grants Swimlane sole control of the defense and settlement of the claim. Swimlane will have no obligations to defend, indemnify or hold Customer harmless pursuant to this Section 8(c) if the infringement claim is caused by (i) Customer's misuse or modification of the Third Party Software or the Swimlane Software and without such misuse or modification the infringement would not have

occurred; (ii) Customer's failure to implement updates or enhancements provided to Customer by Swimlane within a reasonable period of time; and/or (iii) Customer's use of the Software including any Third Party Software in combination with any product not owned or developed by Swimlane and without such non-authorized combination the infringement would not have occurred.

9. Miscellaneous 1. **Audit.** Swimlane reserves the right to audit Customer's compliance with this Agreement. Customer will allow Swimlane and/or Swimlane's representatives, during normal

business hours, all necessary access to Customer's books, records, personnel, information-technology systems, and other facilities in order to determine such compliance. If any audit reveals that Customer has underpaid the fees, Customer shall promptly remit such underpaid amounts plus interest thereof at the rate of one and onehalf percent (1.5%) per month (or, if lower, the maximum allowable by applicable Law). Further, if any audit reveals that the amount of underpaid fees exceeds five percent (5%) of the fees payable with respect to the period audited, Customer shall reimburse Swimlane for reasonable costs and expenses incurred by Swimlane in conducting the audit.

2. **Confidentiality.**

1. Each Party will: (A) keep the Confidential Information of the other Party in strict confidence using at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care; (B) use the Confidential Information of the other Party solely in connection with this Agreement; and (C) upon request of the disclosing Party, promptly return to the disclosing Party or destroy all copies of such Party's Confidential Information. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the extent the other Party provides its prior written consent, or as required by Law, order, or judgment of any court or governmental body; provided, that the Party subject to compliance gives reasonable notice to the other Party in advance of such disclosure, if not prohibited by Law, and seeks confidential treatment of such information from the entity to which the disclosure is made and discloses only that information which is legally required to be disclosed.
2. As used herein, "**Confidential Information**" means all tangible and intangible information concerning or related to a Party's business, operations, financial condition or prospects either marked confidential or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. For the avoidance of doubt, the Software and all Intellectual Property therein is the Confidential Information of Swimlane.
3. **Assignment.** Except as expressly permitted in this Agreement, neither this Agreement, nor any of the rights and obligations created in this Agreement, may be assigned or transferred, in whole or in part, by either Party without the express written consent of the

other Party which shall not be unreasonably withheld and for which no additional consideration shall be necessary; provided, however, that either Party may, without such consent, assign this Agreement and its rights and obligations hereunder to: (i) its affiliate; (ii) a purchaser of all or substantially all of the assets of such Party; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either Party is participating. Any attempt to assign this Agreement in violation of this provision shall be void. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

4. **Publicity.** With Customer's prior written permission, Swimlane shall have the right to reference Customer as a customer in advertising, marketing and promotional materials. Subject to the foregoing written approval from Customer, Customer hereby grants to Swimlane a non-exclusive, royalty-free, paid-up, perpetual, worldwide, assignable, sublicensable license to use Customer's name, logo, and Customer quotes in advertising, marketing and promotional materials. During the Term and at all times thereafter, Customer will not make any defamatory or disparaging statements (or cause or encourage others to make any such statements) regarding Swimlane, the Software, the Services, or any other Swimlane products and services.
5. **Entire Agreement; Amendment; Severability; Waiver.** This Agreement (including all Exhibits and Schedules hereto and EULA) constitute the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions. This Agreement may be amended only by a writing signed by both Parties. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement shall remain enforceable, and such invalid or unenforceable provision shall be enforced to the maximum possible extent. No consent or waiver by either Party with respect to any provision of this Agreement shall be effective unless made in writing by a duly authorized signatory of the Party against which enforcement is sought. The failure or delay of either Party at any time to require full performance of any provision hereof will not affect the right of such Party at a later time to enforce the same provision or any other provision.
6. **Equitable Relief.** Each Party acknowledges and agrees that the other Party would be irreparably damaged in the event of a breach of Sections 1(b), 1(c), and 9(b), and that money damages would not be a sufficient remedy for such breach. Accordingly, each Party agrees that the other Party will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach, without any requirement to post bond or other security or to prove actual damage or harm. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity.
7. **Governing Law; Consent to Jurisdiction.** This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Colorado, without giving effect to any conflict of laws rules, and each Party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Denver, Colorado for the purposes of any action or proceeding arising out of or relating to this Agreement. Each Party hereby consents to such jurisdiction and agrees that venue shall lie in the state or

federal courts in Denver, Colorado with respect to any claim or cause of action arising under or relating to this Agreement. Each Party hereby waives any objection to the venue of any action instituted under this Agreement. If any legal action or any arbitration or other proceeding is brought in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

8. **Notices.** Any notice, demand or request required or permitted under this Agreement shall be in writing and deemed delivered: (i) when delivered personally (including by recognized national courier); (ii) five (5) business days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid; or (iii) one (1) business day after sent via email. Notices to: (A) Swimlane shall be addressed to Swimlane LLC, 363 Centennial Pkwy, Suite 210, Louisville, CO 80027, Attn: Cody Cornell, Email: cody.cornell@swimlane.com; and (B) Customer shall be addressed to the mailing address and email address on file with Swimlane.
9. **Survival.** The provisions of Sections 1(b)-(c), 4(c), 5-9 hereof will survive any termination or expiration of this Agreement.

EXHIBIT A

Software Functionality

Swimlane Software is an on-premise security operations management platform that provides the following functionality

- Centralized and standardized security alerts and operations activities
- Automated response to security alerts and incidents and implementation of security controls
- Dynamic production of metrics-based dashboard and reports

Software License

All Software license fees are payable by Customer to Swimlane, in advance, within 30 days from Customer's receipt of an invoice from Swimlane.

- Swimlane leverages MongoDB Community Edition, which is licensed under GNU AGPL3: <http://www.gnu.org/licenses/agpl-3.0.html>. If features for MongoDB beyond Community Edition are required, Customer can purchase such features from Swimlane for an additional charge.

- Swimlane licenses high availability, disaster recovery, development, test, quality assurance and other non-production instances pursuant to a separate written agreement.

Services

As used herein, “**Agreement Year**” means the 12-month period commencing on the Effective Date and each subsequent 12-month period thereafter.

All Services fees are payable by Customer to Swimlane, in advance, within 30 days from Customer’s receipt of an invoice from Swimlane. All Professional Services hours not used in a given Agreement Year shall be forfeited (and no refund or reimbursement shall be due to Customer for any forfeited hours).

Exhibit B

Maintenance and Support Services

Our Swimlane Software Technical Support Services team is here to empower our customers. We want to provide the quickest, high quality service to keep you on track and maximize your ROI. Our Software support services typically include remote troubleshooting capabilities, installation of product updates, migrations for major releases of software and basic usability assistance. Remote troubleshooting capabilities may be delivered via telephone and online communication media such as WebEx or Zoom.

Software products and technologies covered under our categories include Swimlane-specific commercial application support and do not include customer infrastructure support or support for services that are not included under our software license agreements. Swimlane offers two levels of support our Standard Support Program and our Premium Support Program described below.

Business Days and Support Hours

Provide a support portal during the hours of 6:00AM-6:00PM Mountain Time (“Support Hours”), Monday-Friday (each a “Business Day”), excluding Swimlane holidays

- Swimlane holidays observed dates are as follows:
 - New Year’s Day
 - Martin Luther King Day
 - President’s Day
 - Memorial Day
 - Independence Day

Labor Day ○ Veterans
Day ○ Thanksgiving
Day ○ Day after
Thanksgiving ○
Christmas Day

Telephone Support

1-844-SWIMLANE (1-844-794-6526) Choose option 2 for Support

Support Site

<https://support.Swimlane.com> **Email**

Support support@Swimlane.com

Upgrades

Our customers are entitled to major and minor Software upgrades (e.g. 3.0 to 4.0) at no additional cost provided that the customer is current in the payment of all applicable license and support fees.

Third Party Software Updates

Swimlane approves and makes available information regarding Updates of Third-Party Software included in the software to customers via Swimlane's release notes.

Supervision and Management

Customer is responsible for undertaking the proper supervision, control and management of its use of the Software, including, but not limited to: (a) assuring a proper supported environment configuration and software installation or upgrades; and (b) following industry standard procedures for the security of data, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

Exceptions

Swimlane will have no responsibility to fix any errors arising out of or related to any customer made modifications or combination of the Software (in whole or in part) that is not reasonably as outlined in the agreement, or (b) use of the Software in an environment other than a supported environment. Any corrections performed by Swimlane for any such Errors will be made, in Swimlane's sole discretion, at Swimlane's then-current time and material charges.

Error Classification

“Error” means a reproducible defect in the Software when operated on a supported environment, which causes the Software not to operate substantially in accordance with the supporting documentation.

Errors in the Software, and Swimlane’s response to those Errors, are classified as follows:

- Priority 1 Error: A Priority 1 error is an issue that causes the production instance of the Swimlane software to become completely inaccessible or the majority of its functionality is unusable.
- Priority 2 Error: A Priority 2 Error substantially impairs Customer’s ability to use one or more features of the Software.
- Priority 3 Error: A Priority 3 Error minimally impairs Customer’s ability to use the core functions of the Software.
- Priority 4 Error: All other issues are Priority 4 Errors.

Targeted response times are based on Support level and issue severity Swimlane commits to providing an Initial Swimlane commits to providing an Initial Response and/or a Resolution within the stated times. These timelines are for Errors (bugs) only, and they do not apply to feature requests or general questions.

Priority Level	Premium Support Program**		Standard Support Program	
	Initial Response	Resolution	Initial Response	Resolution
P1	30 minutes (24 x 7)*	2 business days	1 business day	5 business days
P2	1 business day	45 days	2 business days	180 days
P3	-	90 days	-	-
P4	-	-	-	-

** Requires that the Swimlane Emergency Line be used outside of business days/hours*

*** Swimlane’s Premium Support Program is an additional cost*

A Resolution can be in the form of any of the following:

- A fix in the form of a patch or hotfix
- A fix as part of a regular product release
- An update to the Swimlane End User Documentation
- A reasonable workaround process to bypass the error

- A roll-back to a known good state

The timeline for resolution starts after initial customer escalation and when all necessary information has been collected to fully understand and/or reproduce the problem. Typically, customer escalation should occur via a ticket submitted at support.swimlane.com.

Exhibit C

Professional Services

Subject to the terms and conditions of the Swimlane Customer Agreement between Customer and Swimlane (“**Agreement**”) (to which this **Exhibit C** is attached and incorporated therein) and this Professional Services Schedule (including payment of the applicable Fees), Swimlane shall provide the Professional Services in accordance with the terms and conditions set forth below. Capitalized terms set forth herein shall have the meanings ascribed to them in the Agreement, unless express defined herein.

1. Scope of Services. Swimlane shall provide the Professional Services to Customer under this Professional Services Schedule (“**ICSA**”). At the start of the deployment planning (“**Start Date**”), Customer and Swimlane shall develop a mutually agreed upon deployment plan that shall be detailed in one or more Statements of Work (“**SOW**”) (the “**Services**”). Services include but are not limited to the process of configuring the Software in Customer’s environment. This ICSA shall expire one (1) year from the Start Date.

2. Assumptions and Responsibilities

2.1 Assumptions. Changes to this ICSA shall be documented using a Project Change Request form in accordance with the process outlined in this ICSA. Customer shall ensure that data backup is performed. Swimlane shall not be responsible for the loss or corruption of any Customer data or for any system downtime. Except as may be purchased under a separate Swimlane Services Schedule, Swimlane shall not be responsible for any application or host system access that encompasses coding, scripting, application analysis, system performance, troubleshooting, or applications logs outside of the Services described in this ICSA.

2.2 Swimlane Responsibilities. Swimlane shall use commercially reasonable efforts to complete the Services described in this ICSA in a timely manner. Swimlane shall perform all appropriate Services remotely, via a remote desktop session or, if necessary, onsite at the Customer facilities.

Swimlane shall provide a Project Lead with the qualifications, expertise, and knowledge to fulfill Swimlane's obligations under this ICSA, as necessary and applicable to the ICSA requirements of Section 1.

2.3 Customer Responsibilities. Completion of the Services by Swimlane in adherence to the terms of this ICSA is contingent upon Customer fulfilling all necessary facilities arrangements prior to the commencement of the Services which shall include but not be limited to such items as power, network connections, floor space, and cooling. Such required facility arrangements must be in place for the duration of this ICSA. Customer shall make knowledgeable staff available to Swimlane promptly upon a request via pager, telephone, or cell phone to provide background information and clarification of information required to perform the Services outlined in this ICSA. All documentation and information provided to Swimlane staff by Customer must be accurate, complete and up-to-date. Customer shall be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance of the Services. Customer shall assign system administrators and operators available by phone or pager for the duration of this ICSA.

For the duration of this ICSA and where applicable, Customer shall provide Swimlane adequate onsite access to office space and equipment, and to telephones with outside lines and a dedicated, secure line for internet access. Should the project plan rely on electronic/network transfer of data, Customer shall provision and enable any network components or Services required to facilitate the data transfer. Where applicable, Customer shall provide security passes to cover the duration of this ICSA to allow Swimlane access, and the ability to enter and leave Customer facilities, with laptop personal computers and any other materials related to the Services to be performed under this ICSA. If required by Swimlane, Customer shall participate in testing as directed by Swimlane. Customer shall provide a Project Lead with the requisite qualifications, expertise, and knowledge who is authorized by Customer to act as a liaison between Customer and Swimlane and assume the responsibilities detailed in Section 2.4.

3. Status Notification. Swimlane shall notify Customer of the status of Services hours consumed on a regular basis. Additionally, Swimlane shall also notify Customer when the Services have been completed in accordance with the agreed upon Statement(s) of Work.

4. Project Change Process. Any change to a ICSA shall be coordinated with the Swimlane Project Lead.

4.1 Change Initiation. Swimlane or the Customer may initiate change requests. The Project

Lead of the party initiating a change shall submit each change request to the other party's Project Lead, and then both Project Leads shall review such request for validation. Upon the initiation of a change request, both parties must agree within twenty-four (24) hours of the receipt of the Change Request Form by the non-initiating party whether or not to continue performance of the Services or to stop all Services being performed until a mutually agreed upon Change Request Form has been signed by both parties.

4.2 Change Request Review. After the submission of a Change Request Form to a Project Lead and validation of the requested change, the Swimlane Project Lead shall review the requested change to determine if it is within the scope of the SOW.

(a) Within Services Scope. If the Swimlane Project Lead determines that the change requested by Customer is within the scope of the SOW, the Project Leads of both parties shall execute the Change Request Form and implement the change into performance of the Services as appropriate.

(b) Outside Services Scope. If the Swimlane Project Lead determines that the requested change is outside the scope of Services the SOW, the Swimlane Project Lead shall then determine whether such requested change impacts the pricing or scheduling projections for the performance of the Services.

(i) If the Swimlane Project Lead determines that the requested change does not impact the pricing or scheduling projections of the SOW, the Project Leads shall execute the Change Request Form and implement the requested change into the performance of the Services as appropriate.

(ii) If the Swimlane Project Lead determines that the requested change does impact the pricing or scheduling projections of the SOW, the terms of Section 4.3 shall apply.

4.3 Cost Estimate Preparation. Upon determination that the Change Request impacts the pricing or scheduling of the Services under the SOW, a cost estimate applicable to the performance of the requested change shall be prepared by Swimlane and provided to the Customer. The cost estimate shall fully document the scope of the change, and provide a basis of estimate for the proposed adjustments in price, schedule, and/or other factors as applicable. If applicable, a schedule (separate from but integrated with the implementation plan) shall be developed and maintained for each such authorized change.

4.4 Change Implementation. The execution of the Change Request Form by both parties shall cause the Change Request Form to become part of and incorporated into the SOW. Commencement of the performance of the requested change is conditioned upon the mutual execution of the Change Request, and Swimlane's receipt of an additional P.O. authorization to cover the agreed upon price for each requested change.

5. Fee Description and Payment. Customer shall pay to Swimlane the Professional Service Fees for the performance of the Services under this ICSA as set forth in Exhibit A of the Agreement.

6. Rights to Development. Swimlane shall retain all right, title and interest in and to development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services and all Intellectual Property rights therein.

7. Constructive changes. Swimlane and Customer agree that: (a) Customer has knowledge of and control over the conditions and constraints of Customer's facilities, and IT environment; and administers how the services on Customer's IT infrastructure are performed; (b) Swimlane may undertake a course of action under this engagement which was unforeseen at the time the ICSA was executed but is necessary, arises from a latent or unusual condition, is at the direction of the Customer, or results from an act of omission of the Customer and, by changing Swimlane's manner, method, or scope of work, increases Swimlane's cost or schedule to perform; (c) should Swimlane's cost or schedule to perform so increase, Swimlane shall have the right to an equitable adjustment to the price, schedule, and/or terms of the ICSA for such changes even if these changes have not been submitted through the Project Change Process set forth in Section 4.

8. Entire Agreement. THIS ICSA AND THE AGREEMENT ARE THE ENTIRE AGREEMENTS BETWEEN THE PARTIES PERTAINING TO THE DELIVERY OF Professional Services, AND SUPERSEDE ANY AND ALL OTHER AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. ANY CHANGES TO THE TERMS STATED HEREIN IN ANY OTHER WRITING MUST BE MUTUALLY AGREED UPON AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

Exhibit D

END USER LICENSE AGREEMENT (EULA)

IMPORTANT – READ THIS CAREFULLY BEFORE INSTALLING OR USING THIS PROPRIETARY SOFTWARE.

THIS SWIMLANE SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN SWIMLANE, INC. ("SWIMLANE") AND YOUR BUSINESS OR GOVERNMENTAL ENTITY THAT YOU (THE "USER") ARE ACTING ON BEHALF OF ("CUSTOMER") AS THE LICENSEE OF THE SWIMLANE PROPRIETARY AUTOMATED SECURITY OPERATIONS PLATFORM PROVIDED AS AN ON-PREMISE SOFTWARE SOLUTION WHICH INCLUDES THE OBJECT CODE VERSION OF THE COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MATERIALS, INCLUDED ANY USER GUIDES OR OTHER DATA (THE "DOCUMENTATION" AND COLLECTIVELY, THE "SOFTWARE"). THE SOFTWARE ALSO INCLUDES ANY UPDATES OR UPGRADES TO OR NEW VERSIONS OF THE ORIGINAL SOFTWARE, IF AND WHEN MADE AVAILABLE TO USER BY SWIMLANE.

USER AGREES THAT USER IS AN EMPLOYEE OR AGENT OF CUSTOMER AND ARE ENTERING INTO THIS AGREEMENT TO ACCESS THE SOFTWARE FOR USE BY CUSTOMER FOR CUSTOMER'S OWN BUSINESS PURPOSES. USER HEREBY AGREES THAT USER ENTERS INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND THAT USER HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, SWIMLANE IS UNWILLING TO LICENSE THE SOFTWARE. DO NOT COMPLETE THE INSTALLATION PROCESS, ACCESS OR OTHERWISE USE THE SOFTWARE AND IMMEDIATELY RETURN THE SOFTWARE TO SWIMLANE AND CEASE ANY USE OF THE SOFTWARE. NOTWITHSTANDING THIS EULA, IF CUSTOMER HAS AN EXISTING LICENSE AGREEMENT WITH SWIMLANE, THE TERMS AND CONDITIONS OF SUCH LICENSE AGREEMENT SHALL CONTROL.

1. Limited License and Restrictions

Swimlane grants to User a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Software in accordance with the terms of this EULA.

2. Restrictions

User will not (and will not procure any third party to): (a) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any encrypted or encoded portion of the Licensed Software, in whole or in part, nor will User use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (b) sell, sublicense, rent, lease, distribute, market, or commercialize the Software for any purpose, including timesharing or service bureau purposes, (c) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software, (d) remove any product identification, proprietary, copyright or other notices contained in the Software, (e) modify or create a derivative work of any encrypted or encoded portion of the Software, or any other portion of the Software, or (f) publicly disseminate performance information or analysis including, without limitation benchmarking test results. The Software may include individual open source software components, each of which has its own copyright and its own applicable license conditions. The open source software is licensed to User under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the Documentation or other materials accompanying the Software. User will not: (a) change any proprietary rights notices which appear in the Software or Documentation; (b) modify the Software; or (c) use the Software as part of a commercial time-sharing or service bureau operation or in any other resale capacity.

3. Ownership; Confidentiality

Swimlane or its licensors own all intellectual property and proprietary rights in the Software, Documentation, and related works, including but not limited to derivative work of the foregoing. No rights are granted to User other than as expressly described in this Agreement.

4. Warranty Disclaimer

THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. SWIMLANE MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, SECURITY, ACCURACY, COMPLETENESS, TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE SOFTWARE OR THE SERVICES OR ANY MATERIALS PROVIDED IN CONNECTION THEREWITH. SWIMLANE DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (A) THE SOFTWARE WILL BE 100% SECURE OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SERVICE OR DATA; (B) THE SOFTWARE AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA STORED USING THE SOFTWARE WILL BE ACCURATE, RELIABLE, OR SECURE; (D) ERRORS OR DEFECTS IN THE SOFTWARE WILL BE CORRECTED; (E) THE SOFTWARE OR THE THIRD PARTY PRODUCTS OR SERVICES USED BY SWIMLANE IN CONNECTION WITH THE SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE SOFTWARE WILL DETECT, ALERT CUSTOMER TO, RESPOND TO, OR RESOLVE ANY GIVEN SECURITY THREAT OR BREACH.

5. Limitation of Damages and Remedies

IN NO EVENT WILL SWIMLANE BE LIABLE TO USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL DAMAGES OR MULTIPLE DAMAGES IN CONNECTION WITH OR ARISING OUT OF: (I) THE SOFTWARE, CONTENT OR OTHER DOCUMENTATION USED WITH THE SOFTWARE; (II) ANY THIRD PARTY PRODUCTS, SERVICES, CONTENT OR OTHER MATERIALS PROVIDED OR USED IN CONNECTION WITH THE SOFTWARE; OR (III) THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR ANY BREACH BY A PARTY HEREOF), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER CONTRACT, TORT OR OTHERWISE) AND EVEN IF USER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, USE OR LOSS OF DATA, UNDETECTED OR DELAY IN THE DETECTION OF SECURITY BREACHES AND THREATS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, AND THE CLAIMS OF THIRD PARTIES).

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF SWIMLANE TO USER, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, WILL NOT IN ANY EVENT EXCEED THE FEES PAID BY CUSTOMER TO SWIMLANE WITH RESPECT TO THE SOFTWARE.

THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT SWIMLANE WOULD NOT PERMIT USER TO USE THE SOFTWARE

ABSENT THE TERMS OF THIS SECTION. THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS EULA WILL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. Export Compliance

User acknowledges that the Software is subject to export and import restrictions by certain foreign governments. User will comply with all applicable export laws and regulations.

7. Government Users

If User of this commercial computer Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of this Software, or any related Documentation of any kind, including technical data and manuals, is restricted by a license agreement or 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. This Software was developed fully at private expense. All other use is prohibited.

8. Feedback

If User provides suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") to Swimlane relating to the Software, Swimlane may use and include any Feedback, and any intellectual property therein, that User chooses to voluntarily provide to improve the Software or any other related technologies. User agrees that Swimlane may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback, including any intellectual property therein, in the Software or other related technologies. Swimlane may modify, change, and upgrade the functionality, features, and capabilities of the Software and the underlying technical infrastructure, in its sole and absolute discretion.

9. Termination and Survival

Swimlane may immediately terminate this Agreement if User is in violation of any term or condition of this Agreement. Upon any termination of this EULA, User will immediately cease any further use of the Software. The terms set forth in the sections entitled Restrictions, Ownership; Confidentiality, Warranty Disclaimer, Limitation of Damages and Remedies and Export Compliance will survive any termination of this EULA.

10. Assignment

User may not assign any of its rights or obligations hereunder without Swimlane's prior written consent. Swimlane may freely assign its rights and obligations hereunder, in whole or part. Any purported assignment of rights in violation of this provision is void. Subject to the foregoing, this EULA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11. Entire Agreement; Governing Law; Jurisdiction.

This EULA constitutes the entire agreement between User and Swimlane. This EULA is governed by, and shall be construed and enforced in accordance with, the laws of the State of

Colorado, without giving effect to any conflict of laws rules, and User irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Denver, Colorado for the purposes of any action or proceeding arising out of or relating to this EULA.