# PROXIMA CLOUD CRM CONTRACT FOR AWS MARKETPLACE

## 1. Scope.

**1.1. Terms and Conditions**. This Proxima Cloud CRM Contract for AWS Marketplace (the "**Proxima Contract**") sets forth the terms and conditions applicable to the licensing of Product from the licensor Proxima Research LLC having its legal address at: 12 SE 7th Street, Suite 703, Fort Lauderdale, FL 33301, EIN: 37-2049031 ("**Licensor**") by the Party (defined below) subscribing to the Product ("**Buyer**"), whether deployed into Buyer's Computing Environment and/or made available as SaaS Service from Licensor's Computing Environment. This Proxima Contract only applies if the Product is expressly offered pursuant to the Proxima Contract. The offer of Product pursuant to this Proxima Contract, and Buyer's purchase of the corresponding Subscription, constitutes each Party's respective acceptance of this Proxima Contract and their entry into this Agreement (defined below), and this Agreement will become effective on the date of Buyer's purchase of the corresponding Subscription. Unless defined elsewhere in this Proxima Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**".

**1.2. Product Subscription**. Licensor will fulfill the Subscription to Buyer. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed in Buyer's Computing Environment and/or Product deployed via SaaS Service through Licensor's Computing Environment. The pricing and term of the Subscription (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that are included or referenced in the Product Listing are a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and a description of Licensor's security practices.

**1.3. Agreement**. Each Subscription is subject to and governed by this Proxima Contract, the applicable Product Listing, the terms and conditions of the NDA (if any and as defined in Section 6.4), the Privacy and Security Terms for SaaS Service Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with Section 12.3, which together constitute the entire agreement between Buyer and Licensor (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) the Privacy and Security Terms for SaaS Service Subscriptions; (c) the NDA (if any); (d) the Product Listing; and (e) this Proxima Contract, including Schedule C and its Annex 1.

## 2. Licenses.

### 2.1. Licensed Materials.

**2.1.1.** If the Subscription is for a Product, or includes a component of a Product, deployed in Buyer's Computing Environment, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to deploy, operate and use the Product in Buyer's Computing Environment and to allow its Users to access and use the Product, or the applicable Product component, as so deployed, in accordance with the Product Listing, the usage purchased in the

Subscription, and the terms and conditions of the Agreement.

**2.1.2.** If the Subscription is for a Product, or includes a Product component, deployed via SaaS Service, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to access and use the Product via the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

**2.1.3.** Regardless of whether Buyer deploys the Product in Buyer's Computing Environment or accesses the Product via the SaaS Service, Buyer may use the Product only:(a) in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s); (b) in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates); and/or (c) in connection with Buyer's and its Affiliate's interactions with Users.

**2.1.4.** Buyer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

**2.2.** **Affiliates and Contractors**. With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

**2.3.** **Restrictions**. Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

**2.4.** **Open Source Software**. Subject to the requirements of Section 5.1(d), Product may contain or be provided with Open Source Software. If Buyer's use of the Product subjects Buyer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the

terms of this Agreement only with respect to such Open Source Software, and not to the entire Product, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

**2.5.** **No Additional Terms**. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.

**2.6.** **High-Risk Activities**. The Product is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Product could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Product for any High Risk Activities.

**2.7.** **Proxima Credits**. Proxima Credits are governed by Schedule C (Proxima Credits Terms). Licenses to Proxima Products are purchased separately. A Credit Pack does not grant any license to use any Proxima Product.

**3. Services.**

**3.1.** **SaaS Service**. If Buyer is purchasing a SaaS Service Subscription, Licensor will provide the Product to Buyer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service ("**Keys**") as set forth in the Product Listing.

**3.2.** **Support Services**. Licensor will make available to Buyer Documentation concerning the use and operation of the Product, and Licensor will provide Support Services to Buyer as described, incorporated or referenced in the Product Listing.

**3.3.** **Annual Innovation and Inflation Uplift**

**3.3.1.** With each renewal of a Proxima Cloud CRM subscription, the base price of the licenses is subject to an annual adjustment through the Annual Innovation and Inflation Uplift.

**3.3.2.** Annual Inflation uplift shall be set at 3.5% per year and shall be applied to the current contract price of the license as of the renewal date.

**3.3.3.** Unless otherwise specified in the contract, the Annual Inflation Uplift shall be set at 3.5% per year and shall be applied to the current contract price of the license as of the renewal date.

**3.3.4.** The Annual Innovation and Inflation Uplift apply exclusively when the contract is renewed and does not apply during the paid term of the contract.

**3.3.5.** The Price Lock principle applies throughout the term of the contract: the agreed-upon contract price for the licenses remains unchanged until the end of the relevant contract period, except as expressly provided in the contract.

**3.3.6.** The purchase of additional licenses (Mid-Term Additional Seats/Add-ons) under an existing contract is not considered grounds for applying the Annual Innovation and Inflation

Uplift.

**3.3.7.** For customers entering into a new multi-year contract (Multi-Year Renewal), the Licensor reserves the right to waive the Annual Innovation and Inflation Uplift in whole or in part in exchange for an extension of the customer's commitment period, an expansion of the scope of licenses, or other commercial terms.

**3.3.8.** The Licensor may revise the amount of the Annual Innovation and Inflation Uplift for the future periods. Changes to the indexation rate do not affect existing contracts and apply only to renewals occurring after the new Annual Innovation and Inflation Uplift amounts are approved.

**3.3.9.** Exceptions to this section 3.3 require approval in accordance with the current commercial authority matrix.

## 4. Proprietary Rights.

**4.1.** **Licensed Materials**. Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.

**4.2.** **Feedback**. Buyer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), provided however, that Feedback does not include any Proprietary Rights of Buyer or Buyer's Affiliates or any Buyer Data or Buyer Materials. Licensor may use and incorporate Feedback in Licensor's products and services without compensation or accounting to Buyer, provided that neither Licensor nor its use of the Feedback identifies Buyer as the source of such Feedback. Feedback is not confidential to Buyer. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

## 5. Warranties.

**5.1.** **Licensed Materials.** Licensor represents and warrants to Buyer that: (a) for Subscriptions with Entitlement Pricing, in the case of Product, or a component of a Product, deployed in the Buyer's Computing Environment, the Product or component will conform, in all material respects, to the Documentation, for 30 days after Buyer's purchase of the Subscription or the term of the Subscription, whichever is shorter, and, in the case of Product, or a component of a Product, deployed as a SaaS Service, the Product will conform, in all material respects, to the Documentation during the term of the Subscription; (b) a Product, or a component of a Product, provisioned for deployment in the Buyer's Computing Environment will not contain any automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Buyer's exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit Keys that expire at the end of the Subscription); (c) Licensor will use industry standard practices designed to detect and protect the Product against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Product or interference with or harm to the operation of the Product or any systems, networks or data, including as applicable scanning the Product for malware and other security vulnerabilities and with up to date scanning software or service prior to making the Product (including any Product provided through Support Services) available to Buyer, and for Product or a component of a Product deployed via SaaS Service,

scanning the Product or component on a regular basis; and (d) the Product, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Product, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

**5.2.** **Services**. Licensor represents and warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Product Listing and Documentation.

**5.3.** **Remedies**. If any Product or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Product and re-perform the Services as necessary to conform to the warranties. If Licensor does not correct the Product or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the "**Cure Period**"), as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the portion of the Subscription unused at the time Buyer reported the breach of warranty to Licensor, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

**5.4.** **Warranty Exclusions**. Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Product by Buyer in violation of this Agreement or applicable Law; (b) modifications to the Licensed Materials not provided by Licensor or its Personnel; (c) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Product Listing or Documentation; or (d) use by Buyer of Product in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

**5.5.** **Compliance with Laws**. Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

**5.6.** **Power and Authority**. Each Party represents and warrants to the other Party that:

(a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

**5.7.** **Disclaimer**. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET BUYER'S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

**6. Confidentiality.**

**6.1. Confidential Information**. "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

**6.2. Obligations**. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of the Product. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

**6.3. Compelled Disclosure**. If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate

remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Buyer is a Government Entity, Buyer will comply with all Laws applicable to it with respect to disclosure of public information.

**6.4.** **NDA**. Buyer and Licensor may agree to a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("**NDA**") that applies to disclosures occurring during the term of the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

**7. Additional SaaS Service Obligations and Responsibilities**. This Section 7 applies to Subscriptions for Product, or a component of a Product, deployed via SaaS Service only.

**7.1. Acceptable Use; Restrictions on Sensitive Information**.

**7.1.1.** Buyer will not intentionally use the Product, component or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Product or Licensor's systems or networks.

**7.1.2.** Buyer will not use the SaaS Services to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Agreement: (1) "special categories of personal data", "sensitive personal information", or "Sensitive Personal Data", as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations). Supplier shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

**7.1.3.** Licensor may suspend Buyer's or a User's right to access or use any portion or all of the SaaS Service immediately upon notice to Buyer (a) if Licensor, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Buyer or a User's use of the SaaS Service poses a material risk to the security or operation of Licensor's systems, the SaaS Service or the systems or data of any other customer, or (ii) Buyer or a User's use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; (b) if Buyer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or(c) if Buyer uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Licensor to be used with Highly Sensitive Information. To the extent reasonably practicable, Licensor will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Licensor will promptly restore the SaaS Service to Buyer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

**7.2. Buyer Data and Buyer Materials.**

**7.2.1.** Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

**7.2.2.** Buyer represents and warrants to Licensor that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

**7.2.3.** The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement. In no event will Licensor access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

**7.2.4.** Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Product. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Product, except for backups of Buyer Data stored and/or maintained at Buyer's direction or in accordance with the Documentation and Privacy and Security Terms. Licensor will provide to Buyer all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Product, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

**7.3. System Data**. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for Buyer to optimize its use of the Product, including the provision of additional training, and to identify to Buyer complementary uses of Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its Affiliates. Licensor will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates or the intended recipient being in same industry or market as Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as

Confidential Information.

**7.4. Use of Other Data**. Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Product as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

**7.5. Security; Breach Notification**. Licensor will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times Licensor will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to maintain the availability and integrity of Buyer Data and to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will inform Buyer promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Buyer Data (a "**Security Incident**"), provided that such notification is not prohibited by Law. Licensor will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Buyer Data. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer in complying with its obligations under applicable law pertaining to responding to a Security Incident. Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident.

**7.6. Data Protection Legislation**.

**7.6.1.** Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

**7.6.2.** Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Data to Buyer or if Licensor is Processing Personal Data on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law. Unless Licensor and Buyer expressly agree to be bound by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, Licensor and Buyer agree to the terms and conditions of the attached Data Processing Addendum. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Data Protection Law.

**7.7. Remedies**. Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

**8. Limitations of Liability.**

**8.1. Disclaimer; General Cap**. SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**8.2. Exception for Gross Negligence, Willful Misconduct or Fraud**. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

**8.3. Exception for Certain Indemnification Obligations**. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

**8.4. Special Cap for Security Breach.**

**8.4.1.** FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION 8.4.2 WILL APPLY TO: (a) GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION SPECIFIED IN SECTION 9.5 RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

**8.4.2.** FOR SAAS SERVICE SUBSCRIPTIONS, LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS SET FORTH IN SECTION 9.5 AND LICENSOR'S INDEMNIFICATION AND DEFENSE

OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5 AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

## 9. Indemnification.

**9.1.** **Licensor Indemnity**. Licensor will, at its expense, defend Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations), ("**Claims**") to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under the Privacy and Security Terms or any violation by Licensor of Data Protection Laws. Licensor will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Buyer in any such Claims.

**9.2.** **Buyer Indemnity**. Buyer will, at its expense, defend Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all Claims to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful Processing of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Buyer's representations, warranties, and/or obligations under Section 7.2.2. Buyer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Licensor in any such Claims. Notwithstanding any provisions herein to the contrary, if Buyer is a Government Entity, this Section 9.2 will not apply except as permitted by applicable Law.

**9.3.** **Process**. The party(ies) seeking indemnification pursuant to this Section 9 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does

not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

**9.4. Infringement Remedy**. In addition to Licensor's obligations under Section 9.1, if the Product or other Licensed Materials is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then Licensor will at its option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Licensor cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Licensor will notify Buyer and either Party may terminate the Subscription and this Agreement, in which case Licensor will refund to Buyer any fees prepaid to Licensor by Buyer prorated for the unused portion of the Subscription. For clarity, Licensor's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if Licensor responds to an infringement Claim by accomplishing the solution in (b), Licensor will have no obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which Licensor provided modified or replacement Licensed Materials and a reasonable time to implement the modified or replacement Licensed Materials.

**9.5. Security Breach Remedy**. In the case of a SaaS Service Subscription, in addition to Licensor's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Licensor's obligations under any Privacy and Security Terms or any violation by Licensor of Data Protection Laws, Licensor will pay the government fines and penalties and other out-of-pocket costs incurred by Buyer, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Buyer in response to such Security Incident.

**9.6. Limitations**.

**9.6.1.** Licensor will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Licensor or its Personnel; (b) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the Product Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. Licensor's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Product in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the

Product Listing or Documentation is limited to Licensor's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Licensor would be responsible for a 25% share of the defense and indemnity obligations).

**9.6.2.** Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by Licensor in breach of this Agreement.

**9.6.3.** This Section 9 states the entire liability of Licensor with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any Processing thereof by Licensor.

**9.7. Not Limiting**. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

## 10. Term and Termination.

**10.1. Term**. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

**10.2. Termination**. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Service Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.3.2 following such termination.

### 10.3. Effect of Termination.

**10.3.1.** Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Product licensed under such Subscription will terminate, and Buyer's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

**10.3.2.** Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the Product and/or Licensor's Computing Environment (as applicable) and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data using the SaaS Service, then for a period of 45 days (or such other period as may be mutually agreed upon by the Parties in writing) following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from Licensor as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, Licensor will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Licensor's duty to return or enable Buyer's retrieval or deletion of the Buyer Data pursuant to this Section 10.3.2 may be

delayed but will not be discharged due to the occurrence of any Force Majeure Event (defined below). Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and Licensor's validation thereof or expiration of the applicable period, whichever is soonest, Licensor may, and within a reasonable time thereafter will, permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

**10.3.3.** Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Insurance), 12 (General), and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

## 11. Insurance.

**11.1. Coverages**. Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. Subject to Licensor's right to self-insure as described below, Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

**11.1.1.** Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and $5,000,000 products/completed operations aggregate;

**11.1.2.** Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of $2,000,000 each claim and annual aggregate;

**11.1.3.** If a SaaS Service Subscription, Cyber Liability or Technology Errors and Omissions, with limits of $2,000,000 each claim and annual aggregate, providing for protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) liability arising from loss or disclosure of personal or corporate confidential data; (f) cyber extortion; (g) breach response and management coverage; (h) business interruption; and (i) invasion of privacy; and

**11.1.4.** If a SaaS Service Subscription, Computer Crime Insurance with limits of $1,000,000 and Employee Theft/Buyer Insurance Coverage with limits of $500,000.

**11.2. Umbrella Insurance; Self-Insurance**. The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Licensor will provide evidence of Licensor's self-insurance program in a formal

declaration (on Licensor's letterhead, if available) that declares Licensor is self-insured for the type and amount of coverage as described in Section 11.1. Licensor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Licensor. The declaration also must identify which required coverages are self-insured and which are commercially insured.

**11.3. Certificates and Other Requirements**. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Licensor furnish to Buyer a certificate of insurance evidencing the coverages set forth above. Licensor's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Licensor's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Licensor's obligation to provide the insurance coverage specified.

**12. General.**

**12.1. Applicable Law**. This Agreement will be governed and interpreted under the laws of the State of Florida, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in Tallahassee, Florida. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**12.2. Assignment**. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Licensor may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Buyer may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Buyer's account or the Buyer's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

**12.3. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING

DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

**12.4.** **Export Laws**. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Product or Services, and in the case of Licensor, where Licensor provides the Product or Services. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

**12.5.** **Force Majeure**. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

**12.6.** **Government Rights**. As defined in FARS §2.101, the Product and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**12.7.** **Headings**. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**12.8.** **No Third-Party Beneficiaries**. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

**12.9.** **Notices**. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Proxima Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon

written verification of receipt.

**12.10 Nonwaiver**. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof No such waiver will be valid unless executed in writing by the Party making the waiver.

**12.11. Publicity**. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

**12.12. Relationship of Parties**. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

**12.13. Severability**. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

**12.14. Subcontracting**. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

**13. Definitions.**

**13.1.** "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

**13.2.** "**Annual Innovation and Inflation Uplift**" means an annual adjustment to the contract value of licenses upon contract renewal, reflecting the increase in the product's consumer value resulting from investments in platform development, new features including AI-services as well as changes in market and inflationary factors.

**13.3.** "**AWS Marketplace**" means the marketplace operated by Amazon Web Services, Inc., which is currently located at https://aws.amazon.com/marketplace/, as it may be updated or relocated from time to time.

**13.4.** "**Buyer Data**" means all data, Personal Data, records, files, information or content,

including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Product or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

**13.5.** "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

**13.6.** "**Buyer's Computing Environment**" means the Buyer computing environment in which Licensor authorizes use of the Subscription.

**13.7.** "**Contractor**" means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

**13.8.** "**Data Protection Law(s)**" means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) ("**GDPR**"), the Brazilian General Data Protection Law (Law No. 13.709/2018 – "**LGPD**") and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) ("**CCPA**").

**13.9.** "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.

**13.10.** "**Entitlement Pricing**" means any Subscription pricing model where Buyer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

**13.11.** "**Governmental Entity**" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

**13.12.** "**International Data Transfer Mechanism**" means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. "**Transfer**," in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.

**13.13.** "**Licensed Materials**" means the Product, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a Subscription.

**13.14.** "**Licensor's Computing Environment**" means the computing infrastructure and

systems used by Licensor to provide the Product via SaaS Service.

**13.15.** "**Open Source Software**" means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

**13.16.** "**Personal Data**" means information the Buyer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. "Personal Data" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Personal Information," as context requires, to the extent such information forms part of the Buyer Data.

**13.17.** "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

**13.18.** "**Privacy and Security Terms**" means Section 7.5, the attached Data Protection Addendum (if applicable), and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Proxima Contract.

**13.19.** "**Process**" or "**Processing**" means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

**13.20.** "**Product Listing**" means the description of Product and other product information listed on the AWS Marketplace and offered by Licensor or its authorized reseller, including Support Services and Licensor's policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor's security practices or disclosures concerning Open Source Software.

**13.21.** "**Product**" means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides, or is obligated to provide, as part of the Subscription.

**13.22.** "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

**13.23.** "**SaaS Service**" means access and use of the Product, or a component of a Product, as deployed and hosted by Licensor in the Licensor's Computing Environment, and any software and other technology provided or made accessible by Licensor in connection therewith (and not as a separate product or service) that Buyer is required or has the option to use in order to access and use the Product.

**13.24.** "**Services**" means all services and tasks that Licensor provides or is obligated to

provide under this Agreement, including without limitation Support Services.

**13.25.** "**Subcontractor**" means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.

**13.26.** "**Subscription**" means a Product subscription for a specific use capacity purchased by Buyer and fulfilled by Licensor for the licensing and provision of Product, whether deployed in Buyer's Computing Environment and/or provided as a SaaS Service through Licensor's Computing Environment.

**13.27.** "**Support Services**" means the support and maintenance services for the Product that Licensor provides, or is obligated to provide, as described in the Product Listing.

**13.28.** "**System Data**" means data and data elements (other than Buyer Data) collected by the Product, SaaS Service or Licensor's Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

**13.29.** "**User**" means Buyer, its Affiliates and any person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Buyer or its Affiliates.

**13.30.** Terms defined in Schedule C have the meanings given to them there.

**Data Processing Addendum for**

**Proxima Cloud CRM Contract for AWS Marketplace**

**(Schedule A)**

This Data Processing Addendum (this "**Addendum**") is part of the CRM Contract for AWS Marketplace (the "**CRM Contract**") between Licensor (who is the Processor) and Buyer (who is the Controller) and governs Licensor's Processing of Personal Data in its capacity as a Processor in connection with Licensor's provision of the Services it provides pursuant to the CRM Contract. This Addendum shall only apply if Licensor and Buyer have not entered into a separate data processing agreement or similar contractual arrangement with respect to the Processing of Personal Data. All capitalized terms used but not defined in this Addendum have the meanings given to them in the CRM Contract.

**Processing of Personal Data**

## AI. DEFINITIONS

**A1.** "**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data. "Controller" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Business" or "Third Party", as context requires.

**A2.** "**Personal Data Breach**" means a confirmed Security Incident, such as a breach of security of the Services that caused an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, or an event that qualifies as a reportable data breach under applicable Data Protection Law.

**A3.** "**Processor**" means an entity that processes personal data on behalf of another entity. "Processor" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Service Provider", as context requires.

**A4.** "**Sensitive Personal Data**" means the following types and categories of Personal Data, as defined under applicable Data Protection Law, such as: (a) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data; (c) biometric data; (d) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (e) data concerning a natural person's sex life or sexual orientation; (f) government identification numbers (e.g., SSNs, driver's license); (g) payment card information; (h) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (i) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject's account; and (j) precise geolocation. "Sensitive Personal Data" includes equivalent terms in other Data Protection Law, such as "special categories or personal data" or "sensitive personal information," as context requires.

## AII. INTERNATIONAL DATA TRANSFERS

**A1.** **International Data Transfer**. Before Buyer transfers Personal Data to Licensor, or permits Licensor to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, Buyer will notify Licensor of the relevant requirement and the parties will work together in good faith to fulfill the requirements of that International Data Transfer Mechanism. The parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

## AIII. DATA PROTECTION GENERALLY

**A1. Compliance**. The parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.

**A2. Confidentiality**. Licensor will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.

**A3. Security**. Licensor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Buyer and processed by Licensor. Such security measures will be at least as protective as the security requirements set forth in the CRM Contract. When choosing security controls, Licensor will consider the state of the art, the cost of implementation, the nature, scope, context, and purposes of Personal Data Processing, and the risk to data subjects of a Security Incident or Personal Data Breach affecting Personal Data.

**A4. Retention**. Personal Data received from Buyer will be retained only for so long as may be reasonably required in connection with Licensor's performance of the CRM Contract or as otherwise required under Data Protection Law.

**A5. Cooperation**. Licensor will cooperate to the extent reasonably necessary in connection with Buyer's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Buyer's obligation to respond to requests for exercising a data subject's rights under Data Protection Law. Licensor reserves the right to charge Buyer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

**A6. Third Party Requests**. If Licensor receives a request from a third party in connection with any government investigation or court proceeding that Licensor believes would require it to produce any Personal Data, Licensor will inform Buyer in writing of such request and cooperate with Buyer if Buyer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.

**A7. Instructions from the Buyer**. Notwithstanding anything in the CRM Contract to the contrary, Licensor will only Process Personal Data in order to provide the Services to Buyer, in accordance with Buyer's written instructions, as permitted by the last sentence of Section III.8 below, or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of Data Protection Law or where Licensor must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Licensor from making such disclosure).

**A8. Scope of Processing**. Licensor is prohibited from: (a) Selling (as such term is defined in the CCPA) Personal Data, (b) Processing the Personal Data for any purpose other than for the specific business purpose of performing Buyer's documented instructions for the business purposes defined in this Addendum, including retaining, using, or disclosing the Personal Data for a commercial purpose other than performing Buyer's instructions, or (c) Processing the Personal Data outside of the direct business relationship between the parties as defined in this Agreement. Licensor certifies that it understands these restrictions. Notwithstanding the foregoing, Licensor may Process Personal Data to retain or employ another person as a Sub-Processor (as defined in Section III.10 below) in accordance with this Addendum, for internal use by the Licensor to improve the quality of its services (provided that Licensor does not use the Personal Data to perform services on behalf of another person), or to detect data Security

Incidents or protect against malicious, deceptive, fraudulent or illegal activity.

**A9. Sensitive Information**. Buyer will inform Licensor if Personal Data is Sensitive Personal Data.

**A10. Sub-processors**. Buyer grants Licensor general authorization, as a Processor, to engage other processors ("**Sub-Processors**") to assist in providing the Services consistent with the CRM Contract. Licensor will make a list of such Sub-Processors accessible to Buyer prior to transferring any Personal Data to such Sub-Processors. Licensor will notify Buyer of any changes to the list of Sub-Processors by updating such list from time to time in order to give Buyer an opportunity to object to such changes.

**A11. Sub-processor Liability**. Where Licensor engages a Sub-Processor for carrying out specific processing activities on behalf of Buyer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Licensor will be liable for the acts or omissions of its Sub-Processors to the same extent as Licensor would be liable if performing the services of the Sub-Processor directly.

**A12. Recordkeeping**. Upon a request issued by a supervisory authority for records regarding Personal Data, Licensor will cooperate to provide the supervisory authority with records related to processing activities performed on Buyer's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

**A13. Transfer of Personal Data; Appointment**. Buyer authorizes Licensor to Process Personal Data in the United States or any other country in which Licensor or its Sub-Processors maintain facilities. Buyer appoints Licensor to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Licensor will conduct all such activity in compliance with the CRM Contract, this Addendum, Data Protection Law, any applicable International Data Transfer Mechanism and Buyer instructions.

**A14. Deletion or Return**. When instructed by Buyer, Licensor will delete any Personal Data or return it to Buyer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Licensor will relay Buyer's instructions to all Sub-Processors.

**A15. Breach Notification**. After becoming aware of a Personal Data Breach, Licensor will notify Buyer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Licensor.

**A16. Audits**. Upon request, Licensor will make available to Buyer all information necessary, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer, to demonstrate compliance with Data Protection Law. For clarity, such audits or inspections are limited to Licensor's Processing of Personal Data only, not any other aspect of Licensor's business or information systems. If Buyer requires Licensor to contribute to audits or inspections that are necessary to demonstrate compliance, Buyer will provide Licensor with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and

anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the CRM Contract, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the CRM Contract. Such materials and derivative work product produced in response to Buyer's request will not be disclosed to anyone without the prior written permission of Licensor unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Buyer will give Licensor prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Buyer will make every effort to cooperate with Licensor to schedule audits or inspections at times that are convenient to Licensor. If, after reviewing Licensor's response to Buyer's audit or inspection request, Buyer requires additional audits or inspections, Buyer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.

**Enhanced Security Addendum for**

**Proxima Cloud CRM Contract for AWS Marketplace**

**(Schedule B)**

This Enhanced Security Addendum (this "**Addendum**") is part of the Proxima Cloud CRM Contract for AWS Marketplace (the "**CRM Contract**) between Buyer and Licensor and governs the treatment of Buyer Data in the case of a SaaS Service Subscription. All capitalized terms used but not defined in this Addendum have the meanings given to them in the CRM Contract.

Licensor's obligations under this Addendum are in addition to those set forth in the CRM Contract. In the event of a conflict between the terms and conditions of this Addendum and the CRM Contract, this Addendum will govern.

**B1. Permitted Purpose.**

**B1.1.** Licensor may access, use and process the Highly Sensitive Information only as authorized under the CRM Contract and to provide the SaaS Service Subscription.

**B1.2.** Buyer acknowledges that Licensor uses AWS Services for the processing and hosting of the SaaS Service Subscription provided pursuant to this Agreement. Buyer consents to Licensor's storage of Buyer Data in the AWS region selected by Licensor and to Licensor's use of AWS Services to process Buyer Data and provide the SaaS Service Subscription.

**B2. Highly Sensitive Information.**

Buyer will not use the SaaS Service Subscription to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Addendum: (1) "special categories of personal data", "sensitive personal information", or "Sensitive Personal Data" as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("HIPAA"); (3) credit, debit, or other payment card data, including bank account numbers; (4) social security numbers, driver's license numbers, or other government identification numbers; (5) other information subject to additional protections or regulation under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act or related rules or regulations. Licensor will have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

**B3. Data Protection.**

**B3.1.** **Compliance with Laws**. Any Processing of Personal Information by Licensor will be undertaken in compliance with all applicable local, state, federal, and international Data Protection Laws governing Buyer's collection, maintenance, transmission, dissemination, use and destruction of Personal Information.

**B3.2.** **PCI Compliance**. Subject to Section 2, to the extent Licensor has access to Buyer's card, debit, or other payment cardholder information, Licensor will remain in compliance with the Payment Card Industry Association Data Security Standard ("**PCI Standards**") (in addition to other obligations in the Agreement) and will promptly implement all procedures and practices necessary to remain in compliance with the PCI Standards.

**B3.3.** **HIPAA Compliance**. Subject to Section 2, to the extent Licensor has access to the

Buyer's Highly Sensitive Information regulated by HIPAA, Licensor will comply with HIPAA (in addition to other obligations in the Agreement) and will promptly implement all procedures and practices necessary to remain in compliance with HIPAA.

**B4. Security Program.** Licensor will, consistent with industry standard practices, implement and maintain a security program: (a) to maintain the security and confidentiality of Buyer Data; and (b) to maintain the availability and integrity of Buyer Data and to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor's security program will include the following:

**B4.1.** appropriate administrative controls, such as communication of applicable information security policies and information security and confidentiality training;

**B4.2.** physical security of facilities where Buyer Data is processed or stored, including locked doors and keys/key cards to access such facilities;

**B4.3.** controls to limit access to Licensor's systems and Buyer Data, including a password policy for Personnel that access Buyer Data; and

**B4.4.** regular testing and evaluation of the effectiveness of the security program.

**B5. Security Requirements.** Licensor will comply with the following requirements:

**B5.1.** Licensor Systems; Access

5.1.1. Licensor will safeguard Buyer Data in a controlled environment consistent with industry standards.

5.1.2. Licensor will establish, maintain and enforce the security access principles of "segregation of duties" and "least privilege" with respect to Buyer Data.

5.1.3. Licensor will maintain a list of systems where Buyer Data is Processed and maintain a list of Personnel who have access to those systems.

5.1.4. Licensor will have in place industry standard policies and processes to limit access to Buyer Data, including a requirement that a unique individual user-id will be used for each user that accesses Buyer Data and user ids must not be shared.

5.1.5. Licensor will require that all Personnel use strong passwords.

5.1.6. Licensor will implement and maintain:

(a) physical or logical separation of Buyer Data from Licensor's data and third party data;

(b) encryption of Buyer Data at rest and in transit to or from systems owned or operated by or for Licensor to support the SaaS Service Subscription using industry standard encryption methods; and

(c) specific controls to ensure that Licensor has and enforces two-factor authentication for any and all remote connection to Licensor systems that access Buyer Data.

5.1.7. Licensor will not retain Buyer Data beyond the expiration or termination of the CRM Contract, except as provided in the CRM Contract or by Law.

5.1.8. All Buyer Data deleted by Licensor will be securely and permanently deleted

in accordance with industry standards, such as NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitation December 18, 2014, except as provided in the CRM Contract or by Law.

5.1.9. Licensor will maintain records for the duration of the CRM Contract to allow for the ability to audit access to Buyer Data, including (i) logging successful and unsuccessful sign-on attempts and (ii) audit trails that capture detailed activity within a user's session.

**B5.2.** Licensor's Personnel.

5.2.1. Access to Buyer Data will be restricted to authorized Personnel and provided only on a need to know basis. Personnel having access to Buyer Data will be bound by a written agreement with Licensor with requirements and restrictions no less than those set forth herein. Each Personnel must pass a background check consistent with industry standards before having access to Buyer Data. Personnel who fail to adhere to applicable information security policies will be subject to Licensor's disciplinary process.

5.2.2. Licensor will provide information security and confidentiality training to all Personnel authorized by Licensor to have access to Buyer Data. Such training will be: (i) consistent with industry standards; (ii) designed, at a minimum, to educate all such Personnel on maintaining the security, confidentiality and integrity of Buyer Data consistent with this Addendum; and (iii) be provided no less than annually.

5.2.3. Licensor will have in place a process by which Authorized Personnel and other user accounts are created and deleted in a secure and timely fashion.

**B5.3.** **Business Continuity**. Licensor will establish and implement plans and risk controls, consistent with industry standards, for continuity of its performance under this Agreement ("**Business Continuity Plan**"), which will include safeguards to resume the SaaS Service within a specified time (recovery time objective), and recover and make available Buyer Data with not more than a specified period of data loss (recovery point objective) after any significant interruption or impairment of operation of the SaaS Service. Licensor will implement back up procedures as necessary to accomplish its specified recovery point objective. Licensor will review its Business Continuity Plan on a regular basis and update it in response to changes within its company and industry standards. Upon request, Licensor may provide Buyer a summary of its Business Continuity Plan.

**B6. Data Security Incident Notification.**

**B6.1.** Licensor will notify Buyer promptly (but in any event within three (3) calendar days) upon discovery of any Security Incident, and will cooperate with Buyer in every reasonable way to help Buyer regain possession of the Buyer Data and prevent any further compromise, unauthorized use or disclosure. Licensor must document responsive actions taken in connection with any Security Incident, and conduct a mandatory post-incident review of actions taken to make changes in business practices relating to its security program. Licensor will provide Buyer with regular updates regarding Licensor's internal investigation of each Security Incident, and upon request Licensor will provide summary information to Buyer regarding its actions to prevent future Security Incidents

**B6.2.** Licensor will be responsible for all of its costs related to or arising from any Security Incident, including without limitation investigating the Security Incident. At Buyer's request and cost,

Licensor will reasonably cooperate with Buyer in complying with its obligations under Data Protection Law or other applicable law pertaining to responding to a Security Incident.

**B6.3.** Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident. Buyer must notify Licensor promptly about any possible misuse of its accounts or authentication credentials or any Security Incident related to its use of the SaaS Service and Licensor is not liable for any losses, damages or improper processing of Buyer Data resulting therefrom.

**B7. Records, Risk Assessments and Audits.**

**B7.1.** Licensor will have retention policies for reports, logs, audit trails and any other related documentation in accordance with industry standards. Upon request by Buyer, Licensor will complete and respond to Buyer's reasonable security questionnaires and/or self-assessment security compliance reviews.

**B7.2.** At least once annually, Licensor will commission an SSAE 18 SOC2 Type II audit (or an equivalent attestation by an independent third party) and upon request will promptly provide to Buyer a summary of the audit reports issued as a result of such audit. Licensor will cooperate and provide the third party auditor with access to, and the right to inspect and audit, all records and systems relating to (i) the collection, processing, or transfers of data relating to Buyer Data and (ii) the information security program used by Licensor to secure Buyer Data.

**B7.3.** Licensor will conduct regular industry-standard penetration testing or other appropriate security testing and security assessments that verify its security program. Licensor will remedy material issues identified from the testing and audits in a timely manner.

**B7.4.** Licensor will cooperate at Buyer's expense in any reasonable investigation by Buyer if required by Law.

**B8. Elevated Special Cap for Security Breach.** This Section 8 (Elevated Special Cap for Security Breach) supersedes and replaces Section 8.4 (Special Cap for Security Breach) in the CRM Contract.

**B8.1.** FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) OF THE CRM CONTRACT WILL NOT APPLY TO: BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, TO THE EXTENT SUCH COSTS ARE SPECIFIED IN SECTION 9.5 OF THE CRM CONTRACT AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.1 OF THE CRM CONTRACT.

**B8.2.** FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) OF THE CRM CONTRACT WILL NOT APPLY TO, AND INSTEAD SECTION 8.3 OF THIS ADDENDUM WILL APPLY TO: (a) GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING

FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING LICENSOR'S OBLIGATIONS UNDER SECTION 9 OF THE CRM CONTRACT TO DEFEND BUYER FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS AND TO PAY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

**B8.3.** FOR SAAS SERVICE SUBSCRIPTIONS, LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, OTHER THAN BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS SET FORTH IN SECTION 9.5 OF THE CRM CONTRACT AND LICENSOR'S OBLIGATIONS PURSUANT TO SECTION 9.1 OF THE CRM CONTRACT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTIONS 8.1 AND 8.4.2 OF THE CRM CONTRACT) THREE (3) TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

**Proxima Credits Terms for**

**Proxima Cloud CRM Contract for AWS Marketplace**

**(Schedule C)**

## C1. Scope, Incorporation and Precedence

**C1.1.** *Scope.* These Proxima Credits Terms (the "**Credits Terms**") form part of the Proxima Cloud CRM Contract for AWS Marketplace (the "**Proxima Contract**"). They govern all Credits that Buyer purchases or receives from Licensor through AWS Marketplace, whether directly or through Licensor's authorized reseller. They apply to every Credit Pack and every Eligible Subscription.

**C1.2.** *Incorporation into Product Listings.* Licensor will state in the Product Listing of Proxima Credits and of each Eligible Product that these Credits Terms, including Annex 1, are incorporated into and form part of that Product Listing in the version that applies under Section C1.4. The Product Listing will identify the current versions of both. A summary of these Credits Terms in a Product Listing is for information only, except the statement of the term of a Credit Pack. If any other information about Credits included in or referenced by a Product Listing, or displayed by AWS Marketplace for an offer, conflicts with these Credits Terms, these Credits Terms prevail.

**C1.3.** *Precedence.* Subject to Section 1.3, if these Credits Terms conflict with any other provision of the Proxima Contract with respect to Credits, these Credits Terms prevail. Nothing in these Credits Terms limits: (a) either Party's right to terminate under Section 10.2 of the ; (b) Buyer's rights to terminate or cancel, and to receive a refund, under Section 5.3, 9.4 or 12.5, with the refund for a Credit Pack calculated under Section C12.3; (c) Section 8, except as provided in Section C12.6; or (d) Buyer's rights under Sections 7.2.4 and 10.3.2.

**C1.4.** *Versions.* Each Credit Block is governed by the version of these Credits Terms incorporated in the Product Listing or private offer under which it was added: (a) for Purchased Credits, the purchase, renewal or quantity increase of the Credit Pack; each tranche under Section C5.6 is governed by the version that applied to the purchase; (b) for Included Credits, the purchase or last renewal of the Eligible Subscription under which they are added; and (c) for Promotional Credits, the latest version that Buyer has accepted when they are granted.

A renewal does not move an existing Credit Block to a later version. Sections C6, C9, C10, C11 and C15 apply to the whole Credit Account in the latest version that Buyer has accepted through a purchase or renewal. A later version never shortens the validity of, raises the rates for, or reduces the refund rights attached to, a Credit Block added before it applies. In each Agreement to which these Credits Terms apply, the Parties agree to the procedure in this Section C1.4 and in Section C8 for the purposes of Section 12.3. Any other change to an existing Credit Block requires a writing signed under Section 12.3.

An amendment under Section 1.3(a) or a private offer varies these Credits Terms only to the extent that it expressly refers to the Section that it varies. It then applies only to Credit Blocks added under that Subscription, unless it expressly states that it applies to the whole Credit Account. A variation of Section C6, C9, C10, C11 or C15 applies only if it so states.

**C1.5.** *Transition.* These Credits Terms apply only from the date on which that Subscription is renewed or replaced under a Product Listing or private offer that incorporates them, or from any earlier date that the Parties agree in a writing signed under Section 12.3.

## C.2. Definitions

**C2.1.** In these Credits Terms:

(a) "**Administrator**" means a User whom Buyer designates as an administrator of the Credit Account or of an Eligible Product.

(b) "**Annex 1**" means Annex 1 to these Credits Terms. Part A lists the Eligible Products. Part B is the Rate Card.

(c) "**Credit Account**" means the account in which Licensor records Buyer's Credits under Section C6.3.

(d) "**Credit Block**" means Credits of one type added to the Credit Account on one date under one purchase, renewal, quantity increase or instalment of a Subscription, or under one grant of Promotional Credits.

(e) "**Credit Expiry Date**" and "**Hold Period**" have the meanings given in Section C7.3.

(f) "**Credit-Metered Feature**" means a feature of an Eligible Product that is listed in Part B of Annex 1.

(g) "**Credit Pack**" means a Subscription, or the part of a Subscription, under which Buyer purchases a quantity of Credits, whether under the Product Listing of Proxima Credits or under a private offer.

(h) "**Credits**" or "**Proxima Credits**" means units of usage capacity that Buyer may apply, at the rates in the Rate Card, to Credit-Metered Features under these Credits Terms.

(i) "**Eligibility End Date**" means each date on which Buyer ceases, for any reason, to have any Eligible Subscription.

(j) "**Eligible Product**" means a Proxima Product that uses artificial intelligence and is listed in Part A of Annex 1. Subject to Section C8.6, Part A is conclusive as to which Proxima Products are Eligible Products.

(k) "**Eligible Subscription**" means a Subscription to an Eligible Product for which fees are payable, purchased on AWS Marketplace under any public or private offer, including an express private offer and an offer made through Licensor's authorized reseller, whatever contract terms apply to that offer. It is an Eligible Subscription from the start of its term until it expires or is terminated. A free trial, evaluation, not-for-resale or other zero-fee Subscription is not an Eligible Subscription. A Subscription that covers both an Eligible Product and a quantity of Credits is an Eligible Subscription for that Eligible Product and a Credit Pack for those Credits.

(l) "**Included Credits**" means Credits provided as part of an Eligible Subscription under Section C5.1. "**Purchased Credits**" means Credits acquired under a Credit Pack. "**Promotional Credits**" means Credits granted free of charge under Section C5.7.

(m) "**Licensed User**" means a user entitlement purchased under an Eligible Subscription, whether or not it is assigned to or used by any individual.

(n) "**Monthly Period**" means, for each Eligible Subscription, each successive one-month period starting on the start date of that Eligible Subscription and then on the same day of each following month (or on the last day of a month that has no such day). Where an Eligible Subscription is upgraded, amended or replaced without interruption, the replacing Subscription continues the Monthly Periods of the Subscription it replaces.

(o) "**Proxima Contract**" means the Proxima Contract for AWS Marketplace of which these Credits Terms form part.

(p) "**Proxima Product**" means any Product that Licensor offers or has offered on AWS Marketplace, other than the Product listed as Proxima Credits and the Product provided under any Credit Pack.

(q) "**Rate Card**" means Part B of Annex 1, in the version that applies under Section C8.

**C2.2.** Other capitalized terms have the meanings given to them in the Proxima Contract, including Sections 1.1, 1.3 and 13. Where these Credits Terms apply to a Subscription through its Product Listing but the Subscription is governed by other contract terms, references to Sections of the Proxima Contract are to the corresponding provisions of those terms.

## C3. Credits are not license

**C3.1.** Licenses to Proxima Products are purchased separately. Neither a Credit Pack nor any Credits, including Included Credits and Promotional Credits, grant Buyer any license or other right to access or use any Proxima Product, or any feature, edition or plan of it. Rights to access and use a Proxima Product are granted only under a separate paid Subscription to that Proxima Product.

**C3.2.** For the purposes of Section 2.1, the Product provided under a Credit Pack is a quantity of Credits. The license for a Credit Pack covers only holding those Credits in the Credit Account and applying them, under these Credits Terms, to Credit-Metered Features that Buyer is licensed to use under an Eligible Subscription.

**C3.3.** Credits do not increase the number of Licensed Users or any other limit of an Eligible Subscription, except the available consumption of Credit-Metered Features.

## C.4. Eligibility

**C4.1**. Buyer may purchase Credit Packs and use Credits only while Buyer has at least one Eligible Subscription. An Eligible Subscription to any Eligible Product meets this requirement for all Eligible Products.

**C4.2.** Credits may be applied only to Credit-Metered Features included in the edition, plan and quantity of an Eligible Subscription that Buyer holds. Credits do not give access to any feature, edition or plan that Buyer's Eligible Subscriptions do not include.

**C4.3.** *Registration check.* Buyer must not purchase a Credit Pack unless Buyer has an Eligible Subscription. Whether Buyer meets this requirement is determined only by the checks under this Section C4 and Section C5.4. If a check confirms an Eligible Subscription, the purchase is treated as permitted. If it does not, the consequences set out in this Section C4 or Section C5.4 are the only consequences. After the purchase, Buyer registers the Credit Pack on Licensor's registration page. On registration, Licensor will check whether Buyer has at least one Eligible Subscription. If Buyer has none, Licensor will refuse the registration and add no Credits. Licensor will then refund in full, as a billing adjustment under Section C12.4, all fees charged for the Credit Pack, and will request its cancellation under Section C4.6.

**C4.4.** If Buyer does not complete the registration within 14 days after the purchase, Licensor will make the check under Section C4.3 at the end of that period, with the same consequences. If Buyer

then has an Eligible Subscription, Licensor will add the Purchased Credits to the Credit Account of the AWS account through which the Credit Pack was purchased.

**C4.5.** *Increases and amendments.* Licensor will also make the check under Section C4.3, without a new registration, on the effective date of each quantity increase, upgrade, amendment or replacement of a Credit Pack that adds Credits. If Buyer then has no Eligible Subscription, Licensor will add no Credits for the change and will refund in full under Section C12.4 the fees charged for it. Credit Blocks added earlier are not affected.

**C4.6.** *Cancellation requests.* Where these Credits Terms require Licensor to request the cancellation of a Credit Pack: (a) Licensor will submit the request through AWS Marketplace within 2 days after the event that requires it or, where Licensor's authorized reseller is the seller of record, will ask the reseller to submit it within that period; (b) Buyer may approve or deny the request; and (c) whatever Buyer does, Licensor will add no Credits under that Credit Pack, including on any renewal or instalment of it, for any charge made after that event, and will refund each such charge in full under Section C12.4. Sections C5.4 and C5.6 do not apply to those charges. Credit Blocks added before that event are not affected.

## C5. How Credits are provided

**C5.1**. *Included Credits.* At the start of each Monthly Period of an Eligible Subscription, Licensor will add to the Credit Account the Included Credits stated in its Product Listing or private offer. At the date of this version, for Proxima Cloud CRM Basic this is 1,000 Credits per Licensed User per Monthly Period; Advanced: 1500; Enterprise: 2000.

**C5.2**. *Licensed Users and changes.* Included Credits are calculated on the number of Licensed Users on the first day of the Monthly Period. If Buyer adds Licensed Users during a Monthly Period, Licensor will add Included Credits for them pro rata to the days left in that Monthly Period. A reduction in Licensed Users, or a change to a lower edition, takes effect only from the start of the next term. Where an Eligible Subscription is upgraded, amended or replaced during a Monthly Period, Licensor adds for the rest of that Monthly Period the Included Credits of the replacing Subscription pro rata to the days left, less the part of the Included Credits already added for that Monthly Period that corresponds pro rata to those days and has not been cancelled under Section C12.5. Where a term ends before the end of a Monthly Period, the Included Credits for that Monthly Period are pro rata to the days of the term within it. Amounts under this Section are rounded down to whole Credits. Included Credits already added are never reduced because of a reduction in Licensed Users or a downgrade, including at renewal, but Section C12.5 applies to them.

**C5.3.** *Purchased Credits.* Licensor will add the Purchased Credits of a Credit Pack as a new Credit Block promptly after the check under Section C4.3 or C4.4 confirms that Buyer has an Eligible Subscription.

**C5.4.** *Renewals.* Each renewal of a Credit Pack on AWS Marketplace, including an automatic renewal, is a new purchase of the quantity of Credits charged for that renewal. Licensor will check Section C4.1 on the renewal date, without a new registration. If Buyer has an Eligible Subscription on that date, Licensor will add that quantity as a new Credit Block. If Buyer has none, Licensor will add no Credits, will refund the renewal in full under Section C12.4 and will request the cancellation of the Credit Pack under Section C4.6. If, within 2 days after an automatic renewal, Buyer asks Licensor to reverse it and no Credits of the resulting Credit Block have been consumed, Licensor will cancel that Credit Block and refund the renewal in full under Section C12.4.

**C5.5.** *Quantity increases and upgrades.* Subject to Section C4.5, if Buyer increases the quantity of a Credit Pack during its AWS Marketplace contract period, including by an upgrade or by an amendment or replacement offer, Licensor will add a new Credit Block. It equals the net fees that AWS Marketplace charges for the change (the charge for the increased contract less any credit or refund that AWS Marketplace gives for the existing contract), divided by the price per Credit of the increased contract for a full contract period, and rounded down to whole Credits. Credit Blocks already added are not reduced, and Section C12.5 does not apply to that credit or refund. Where a Credit Pack is payable in instalments and an amendment or replacement offer replaces its payment schedule, this Section C5.5 does not apply. The Purchased Credits of the amended Credit Pack, less those already added under it, are added in tranches under Section C5.6 in proportion to each instalment of the amended payment schedule, and tranches already added are not reduced. Section C4.5 applies to the amendment.

**C5.6** *Instalments.* Where the fees for a Credit Pack are payable in instalments, Licensor will add its Purchased Credits in tranches in proportion to each instalment, on the date on which AWS Marketplace invoices that instalment. Each tranche is a separate Credit Block. If an instalment is not paid, Licensor may suspend the use of the Purchased Credits of that Credit Pack in accordance with Section 7.1.3(b). If an instalment is invoiced on a date on which Buyer has no Eligible Subscription, including during a Hold Period or after a Credit Expiry Date, Licensor will add no tranche for it, will refund it in full under Section C12.4 and will request the cancellation of the Credit Pack under Section C4.6, so that no further instalments are invoiced.

**C5.7.** *Promotional Credits.* Licensor may grant Promotional Credits at its discretion. They expire on the earliest of: (a) 3 months after they are added; (b) any earlier date that Licensor states in its notice of the grant before they are added; and (c) the next Eligibility End Date. Promotional Credits have no refund value. Any other condition of a promotion binds Buyer only if it is set out in a private offer or in a writing signed by both Parties under Section 12.3.

**C5.8.** *Changes to Included Credits.* Included Credits are part of the fees for the Eligible Subscription and have no separate price. A discount on those fees does not reduce the Included Credits unless the private offer states a different quantity. Licensor may reduce the Included Credits stated in a Product Listing only by notice under Section C15. A reduction applies only to renewals that start at least 90 days after that notice. Included Credits stated in a private offer apply for the whole term of that offer. A reduction never affects Credits already added.

## C6. One Credit pool and order of use

**C6.1.** All of Buyer's Credits form one pool in the Credit Account: Included Credits from every Eligible Subscription to every Eligible Product, Purchased Credits and Promotional Credits. Any User may consume Credits from the pool, subject to Section C4.2. Included Credits are calculated per Licensed User but are not reserved to that user. The pool is a record kept by Licensor. It does not merge the separate Agreements for each Subscription.

**C6.2.** Credits are consumed in this order: (a) Credits with a fixed expiry date, including Promotional Credits, earliest date first; (b) Included Credits; and (c) Purchased Credits. Within (b) and (c), older Credit Blocks are consumed first.

**C6.3.** Licensor maintains one Credit Account for each AWS account through which Buyer purchases Subscriptions to Proxima Products. Only Eligible Subscriptions purchased through an AWS account recorded in a Credit Account count for that Credit Account under Sections C4 and C7. Two or more

AWS accounts, including those of Buyer's Affiliates, may share one Credit Account only under a written agreement signed by Licensor and each Buyer concerned. That agreement is an amendment under Section 12.3. It will state which Buyer holds the Credit Account, how Section C11.1 applies to each Buyer and how refunds under Section C12, which AWS Marketplace makes to the AWS account charged, are allocated between the Buyers.

**C6.4.** Licensor will make available to Buyer's Administrators at least: (a) a limit on the Credits that the Credit Account may consume in a period chosen by the Administrator; and (b) a limit on the Credits that each User may consume. [Where an Eligible Product supports it, Administrators may also set limits for teams, Eligible Products and AI agents.] When a limit is reached, Section C9 applies to the consumption subject to that limit as if the available Credits were insufficient under Section C9.1. That consumption, including any paused operation, resumes when the limit period restarts or an Administrator raises or removes the limit, subject to Section C9.2(e).

## C7. Validity and Expiry

**C7.1.** *Availability.* Credits remain available while Buyer has at least one Eligible Subscription, including through any renewal, upgrade, amendment or replacement Subscription that takes effect without interruption. While an Eligible Subscription is in effect, Credits do not expire, except Promotional Credits under Section C5.7.

**C7.2.** *Term of a Credit Pack.* Notwithstanding the contract duration shown on AWS Marketplace and Sections 1.2, 10.1 and 10.3.1, each Credit Block of a Credit Pack continues until its Purchased Credits have been used, have expired under this Section C7, or have been cancelled or refunded under these Credits Terms. The term of the Credit Pack Subscription, for all purposes of the Agreement including Sections 2.1, 3.1, 5.1 and 12.5, continues until the last of its Credit Blocks ends in that way. The AWS Marketplace contract period of a Credit Pack is a billing period only. Its end or non-renewal does not affect Credits already added. The Parties agree that the end of Buyer's last Eligible Subscription is the trigger for the end of the term of each Credit Pack under Section C7.3. It is not a termination or modification of a Credit Pack by the end of another Subscription.

**C7.3.** ***Hold Period and Credit Expiry Date.*** For 14 days after each Eligibility End Date (the "**Hold Period**"), unused Credits other than Promotional Credits are held but cannot be used. If an Eligible Subscription takes effect during the Hold Period, those Credits become available again. OTHERWISE THEY EXPIRE AT THE END OF THE HOLD PERIOD (THE "**CREDIT EXPIRY DATE**"). THERE IS NO HOLD PERIOD WHERE THE ELIGIBILITY END DATE OCCURS BECAUSE LICENSOR TERMINATED BUYER'S LAST ELIGIBLE SUBSCRIPTION UNDER SECTION 10.2 FOR BUYER'S UNCURED MATERIAL BREACH. IN THAT CASE THE ELIGIBILITY END DATE IS THE CREDIT EXPIRY DATE, AND NO REFUND IS DUE. If it is finally determined that the termination was not permitted under Section 10.2, Licensor will restore those Credits or, at Buyer's choice, refund the fees for the expired Purchased Credits under Section C12.3.

**C7.4.** *Expiry notices.* Licensor will give notice under Section C15: (a) at least 30 days before the scheduled end of Buyer's last Eligible Subscription or, if its term is shorter than 3 months, at least [7] days before that end, unless it is set to renew automatically or a renewal of it has already been purchased; if automatic renewal is turned off later, Licensor will give the notice promptly after it learns of it; (b) within 5 days after each Eligibility End Date; and (c) at least 7 days before the end of each Hold Period. Each notice will state the unused balance by type and the date on which the Credits will expire. Credits expire under Section C7.3 without any further notice. However, where a Hold Period

applies and Licensor has not given the notice under (b), the Hold Period is extended until 30 days after Licensor gives it, but not beyond 180 days after the Eligibility End Date.

**C7.5.** *Credit Packs after expiry.* After a Credit Expiry Date, Licensor will turn off the automatic renewal of each of Buyer's Credit Packs where AWS Marketplace allows a seller to do so, and will otherwise request its cancellation under Section C4.6. In either case, Section C4.6(c) applies to any charge for a Credit Pack made after the Credit Expiry Date.

**C7.6.** *Expired Credits.* EXPIRED CREDITS ARE CANCELLED WITHOUT REFUND, EXCEPT AS SET OUT IN SECTIONS C7.3, C11.2 AND C12.

**C7.7.** *Credits after their own Subscription ends.* Credits added under one Subscription stay in the Credit Account after that Subscription ends and remain available under this Section C7. This rule forms part of the Agreement for every Eligible Subscription and Credit Pack. It survives the end of the Subscription under which the Credits were added.

**C7.8.** *Agreed exchange.* Buyer acknowledges that: (a) holding an Eligible Subscription is a material part of the agreed exchange for Credits; (b) the price of Credits reflects the rules on availability and expiry in this Section C7; and (c) those rules are stated in the Product Listing before purchase.

## C8. Rate Card

**C8.1.** *Rates and units.* Credits are consumed at the rates in the Rate Card. For each Credit-Metered Feature, the Rate Card states the unit of consumption, how that unit is measured and the number of Credits per unit. How a unit is measured is part of the Rate Card. Where a unit is measured in tokens, the Rate Card states which tokens are counted.

**C8.2.** *Failed operations.* Credits are consumed only when a Credit-Metered Feature is used. An operation that fails because of an error of Licensor or of an Eligible Product does not consume Credits. This includes a failure of a third-party service that Licensor uses to provide the feature. Licensor will restore any Credits consumed for such an operation.

**C8.3.** *Additions and reductions.* Licensor may at any time: (a) add new Eligible Products to Part A of Annex 1; (b) add to Part B, with their rates, new features that are first made available on or after the date on which they are added to Part B; and (c) reduce any rate. These changes apply to all Credits. A feature that Buyer may use without consuming Credits under an Eligible Subscription will not become a Credit-Metered Feature during the current term of that Eligible Subscription. It may become one only from a renewal that starts at least 90 days after notice under Section C15.

**C8.4.** *Other changes.* Any other change to the Rate Card, including a rate increase and a change in how a unit is measured, takes effect no earlier than 90 days after Licensor has: (a) incorporated a new version of Annex 1 in the Product Listings of Proxima Credits and of the Eligible Products; and (b) given notice under Section C15. The change applies only to Credit Blocks added after it takes effect. Every other Credit Block keeps the rates that applied to it when it was added, even if it was added under a Product Listing that already incorporated the new version. Notwithstanding the preceding sentences: (i) Included Credits added during a term of an Eligible Subscription keep the rates of the version of Annex 1 that applied at the start of that term, and a change applies to them only from the first renewal that starts after the change takes effect; and (ii) all tranches of a Credit Pack paid in instalments keep the rates of the version of Annex 1 that applied when that Credit Pack was purchased. Where one operation draws Credits from more than one Credit Block, the whole operation is charged at the rates of the first Credit Block used. Changes that increase any rate take effect no more than once

in any 12-month period.

**C8.5.** *Discontinued features.* Licensor will give at least 90days' notice under Section C15 before it discontinues a Credit-Metered Feature, unless applicable law or a material security risk requires earlier discontinuation. Credits remain usable for the other Credit-Metered Features. If Buyer used the discontinued feature in the 90 days before the notice and Licensor does not provide a reasonably equivalent Credit-Metered Feature at no higher rate, Buyer may request a refund under Section C12.2(e) within 30 days after the notice.

**C8.6.** *Eligible Product status.* Licensor will not remove an Eligible Product from Part A of Annex 1, or discontinue all Credit-Metered Features of an Eligible Product, with effect before the end of the current term of any Eligible Subscription to it. A Subscription that was an Eligible Subscription when it was purchased or last renewed remains one until the end of that term. Licensor will give at least 90 days' notice under Section C15 before such a removal takes effect at a renewal.

## C9. Insufficient balance, Pause and No overage

**C9.1.** *Pause.* A Credit-Metered Feature is paused when the available Credits are fewer than the Credits that the Rate Card states for one unit of consumption of that feature. It resumes automatically when enough Credits for one unit become available again from any source, subject to Section C9.2.

**C9.2.** *Operations in progress.* If the available Credits become insufficient under Section C9.1 while an operation is running, such as a multi-step AI agent run or a scheduled automation, Licensor will pause the operation before its next step starts. The operation is not run to completion. A "step" is the smallest part of an operation that Licensor runs as a whole, such as one agent step or one request to an underlying model. In that case: (a) a step that has already started is completed; if it consumes more Credits than are then available, Licensor charges only the available Credits and waives the rest; the balance never becomes negative, and Credits added later are not used to cover any amount waived; (b) the paused operation resumes automatically from the last completed step when enough Credits become available; Buyer may cancel it at any time; an operation that cannot be resumed from that step, such as a live conversation, is cancelled; (c) no Credits are charged for the unfinished part of a cancelled operation, and Credits consumed for steps completed before the pause are not restored, unless Section C8.2 applies; (d) Buyer Data and results produced before the pause are kept, subject to Section 7.2.4; (e) Licensor will notify Buyer's Administrators when operations are paused, identifying them, and when an operation is cancelled; a paused operation that has not resumed within 30 days is cancelled automatically; and (f) where the Eligible Product supports it, conversations handled by a paused AI agent are passed to Buyer's human Users.

**C9.3.** *New operations and disputes.* Licensor may decline to start an operation if its estimated consumption exceeds the available Credits. A pending dispute under Section C11.2 does not prevent a pause under this Section C9 based on the balance recorded in the Credit Account, even if Buyer disputes an entry that reduced it. If the dispute is upheld, Licensor will restore the Credits, and Section C9.2(b) applies to any operation paused because of that entry.

**C9.4.** *No overage.* Licensor will not charge overage, on-demand, pay-as-you-go or any other fees for consumption of Credit-Metered Features beyond the available Credits. This applies under any usage-based or additional-usage dimension shown in a Product Listing, a private offer or an express private offer, or displayed by AWS Marketplace for an offer. Licensor will not purchase Credits on Buyer's behalf.

**C9.5.** *Pause as a limit of the license.* Under each Eligible Subscription, Credit-Metered Features are licensed only to the extent that enough Credits are available under Section C9.1. That is part of the usage purchased for the purposes of Section 2.1. A pause under this Section C9 is therefore not a suspension under Section 7.1.3, not a failure to provide the Product under Section 3.1 and not a nonconformity with the Documentation under Section 5.1. It does not affect features that do not consume Credits, Buyer's access to Buyer Data under Section 7.2.4, or Section 10.3.2.

## C10. Balance, Alerts and Records

**C10.1.** *Balance and history.* Licensor will make available to Administrators, in Licensor's administration portal: (a) the current balance by type, Credit Block and expiry; and (b) the history of consumption by Eligible Product, Credit-Metered Feature, User and Credit Block, including the rate applied. Licensor keeps these records at Credit Block level. The history stays available for the life of the Credit Account.

**C10.2.** *Alerts.* Licensor will use commercially reasonable efforts to alert Administrators, and any other recipients that Buyer designates, by email and in the Eligible Products: (a) when the available Credits fall below 25% and 10% of the greater of the Credits added in the preceding 30 days and Buyer's average monthly consumption over the preceding three months; (b) when they fall below a threshold set by Buyer; (c) when a Credit-Metered Feature or an operation is paused under Section C9; and (d) when a limit under Section C6.4 is reached. Alerts are for information only. A missed or late alert does not by itself entitle Buyer to the restoration of Credits. Licensor will correct such a failure promptly after becoming aware of it.

**C10.3.** *Metering records.* Licensor determines consumption from its metering records. Those records are evidence of consumption but are not conclusive. Licensor will provide reasonable detail of them on request.

**C10.4.** *Records after expiry.* For 3 months after a Credit Expiry Date, Buyer may request a machine-readable export of the Credit Account. The export shows the balance and the consumption history by Credit Block.

**C10.5.** *Retention.* Licensor will keep the Credit Block records described in Section C10.1(a) and the consumption totals by Credit Block for at least 1 years after the last Credit Expiry Date of the Credit Account.

## C11. Responsibility for Consumption and Disputes

**C11.1.** *Responsibility.* Buyer is responsible for Credits consumed through its Credit Account by its Users, including through Affiliates, Contractors, AI agents, integrations, API keys and automated or scheduled processes configured by Buyer or at Buyer's direction. This does not apply to the extent that the consumption results from: (a) Licensor's breach of the Agreement; (b) an error described in Section C8.2, including operations repeated or duplicated because of that error; (c) a Credit-Metered Feature, AI agent or automation that Licensor enabled or configured without an instruction from an Administrator; or (d) use of credentials after Buyer notified Licensor of their compromise and Licensor had a reasonable opportunity to disable them. Licensor will restore Credits consumed in those cases.

**C11.2.** *Disputes.* If Buyer believes that Credits were added, consumed, rated or cancelled in error, Buyer may notify Licensor within 30 days after the entry appears in the consumption history. For an error that Buyer could not reasonably have detected from the history, the period runs from when Buyer

becomes aware of it. A notice is timely if it is sent within the period. Licensor will investigate in good faith and respond within 30 days with reasonable supporting records. If the entry was incorrect, Licensor will restore the Credits or, if they would already have expired, refund their value under Section C12.3. Missing the 30 day period does not waive any other right or remedy of Buyer. This Section does not shorten any period for bringing a claim. A dispute that is not resolved under this Section is resolved under Section 12.1.

**C11.3.** *No suspension for disputes.* Licensor will not suspend Buyer's access to any Proxima Product because Buyer has raised a dispute in good faith. Section C9.3 applies to a pause while a dispute is pending.

## C12. Refunds

**C12.1.** *General rule.* EXCEPT AS PROVIDED IN SECTION C12.5, BUYER MAY NOT CANCEL A CREDIT PACK FOR CONVENIENCE. PURCHASED CREDITS ARE NON-REFUNDABLE, EXCEPT AS SET OUT IN SECTIONS C4.3 TO C4.6, C5.4, C5.6, C7.3, C7.5, C11.2, C13.4 AND THIS SECTION C12. This does not limit either Party's right to terminate under Section 10.2, or Buyer's rights to terminate or cancel under Sections 5.3, 9.4 and 12.5. Included Credits and Promotional Credits have no cash or refund value. Credits are not service credits for the purposes of Section 5.3.

**C12.2.** *Refund events.* Licensor will refund the fees paid for unused Purchased Credits, calculated under Section C12.3, if: (a) Buyer is entitled to a refund under Section 5.3, 9.4 or 12.5 in respect of a Credit Pack, including under Section C12.7; (b) Buyer terminates a Credit Pack under Section 10.2 because of Licensor's uncured material breach; (c) Buyer's last Eligible Subscription ends because Buyer terminates it under Section 5.3, 9.4 or 10.2, or cancels it under Section 12.5; (d) Buyer's last Eligible Subscription ends, other than because of Buyer's breach, because Licensor terminates it under Section 9.4, discontinues the Eligible Product, removes it from Part A of Annex 1, or does not offer Buyer, before it ends, a renewal or replacement through AWS Marketplace on Licensor's then generally available terms; (e) Buyer makes a request under Section C8.5; or (f) applicable law requires a refund.

A change of name, version, Product Listing or pricing dimension of an Eligible Product or Credit-Metered Feature is not a discontinuation if Buyer can keep using its Credits without interruption. When a refund under this Section is made, the refunded Purchased Credits are cancelled.

**C12.3.** *Amount.* For a Credit Pack, the refund is the greater of: (a) where the refund arises under Section 5.3, 9.4 or 12.5, the amount that Section gives when the unused or unperformed portion is measured by time over the AWS Marketplace contract period shown for the Credit Pack; and (b) for each Credit Block, the fees paid for it multiplied by the proportion of its Purchased Credits that are unused on the measurement date.

The measurement date is: for Section 5.3, the date on which Buyer reported the breach of warranty; for Section 9.4, the date of Licensor's notice; for Section 12.5, the start of the Force Majeure Event; and for any other event, the date of that event.

**C12.4.** *How refunds are made.* Refunds are made only through AWS Marketplace, as a billing adjustment by the seller of record. Taxes are handled under AWS Marketplace rules. Licensor will initiate each refund within 30 days after the event giving rise to it. Where the Credit Pack was purchased through Licensor's authorized reseller, the reseller is the seller of record and makes the

refund. Licensor will ask the reseller to make it within that period and remains responsible to Buyer for ensuring that the refund is made through AWS Marketplace. If AWS Marketplace cannot process a refund, for example because the AWS account concerned has been closed, Licensor will notify Buyer, hold the amount for Buyer, pay it through AWS Marketplace as soon as AWS Marketplace permits, and otherwise deal with it as applicable unclaimed-property law requires.

**C12.5.** *Cancellations and refunds made by AWS.* AWS Marketplace may cancel a Subscription, or refund or credit its fees, under its own policies without Licensor's action. Examples are: (a) a cancellation within 48 hours after a purchase under a public offer; (b) a refund of charges in the first seven days after a free trial converts to a paid Subscription; and (c) a refund or credit for the lower-tier Subscription when Buyer upgrades an Eligible Subscription. In each case, Licensor will cancel the Credits added under that Subscription for the period that the refund or credit covers, in proportion to the part of the fees for that period that is refunded or credited. This applies to Purchased Credits and to Included Credits. Cancelled Credits that have already been consumed are deducted from other Credits in the Credit Account and, to the extent they cannot be, from Credits added later. No fee is charged for any shortfall, and such a deduction is not consumption or overage for the purposes of Sections C9.2 and C9.4. Upgrades and other quantity increases of a Credit Pack are governed by Section C5.5, not by this Section.

**C12.7.** *Warranty remedy for Credit-Metered Features.* If a Credit-Metered Feature does not conform to the warranty in Section 5.1(a) and Licensor does not correct it within the Cure Period, Buyer may terminate one or more Credit Packs under Section 5.3. Buyer need not terminate the affected Eligible Subscription. This Section does not extend the license for a Credit Pack beyond Section C3.2.

## C13. Use and Transfer

**C13.1.** *Who may use Credits.* Credits may be used only by Buyer and its Users, including Contractors acting for Buyer under Sections 2.2 and 13.28, for the purposes permitted by Section 2.1.3. Use of Credits by Users is not a transfer.

**C13.2.** *No transfer.* Credits may not be sold, transferred, assigned, lent or otherwise made available to any other person, except together with an assignment permitted under Section 12.2. On such an assignment, the unused Credit Blocks added under the assigned Subscriptions pass to the assignee. On a partial divestiture, other Credits may pass to the assignee with Licensor's prior written consent, which Licensor will not unreasonably withhold, delay or condition. Licensor will open a Credit Account for the assignee where needed. If the assignee has no Eligible Subscription, the date of the assignment is an Eligibility End Date for the assignee. Any other attempted transfer is void.

**C13.3.** *No exchange.* Credits cannot be exchanged for cash, for credits of AWS or of any other provider, or for a license to any Proxima Product.

**C13.4.** *Assignment by Licensor.* If Licensor assigns under Section 12.2 the Agreements for some but not all Proxima Products, Licensor will keep Buyer's Credits usable for every Eligible Product to which Buyer has an Eligible Subscription. If it does not, Buyer may request a refund of its unused Purchased Credits, calculated under Section C12.3.

## C14. Credits are not Money

**C14.1.** Credits are a contractual right to use Credit-Metered Features of Licensor's own products under the Agreement. They are not money, currency or legal tender. They are not a deposit, stored value, a

gift certificate, a payment instrument or a security. Credits are expressed only in units of usage capacity, not in any currency. Fees paid for Credits belong to Licensor when paid and are not held for Buyer, subject only to Licensor's refund obligations under these Credits Terms.

**C14.2.** Credits have no cash value and bear no interest. They cannot be redeemed for cash or for anything other than the use of Credit-Metered Features. They can be used only with Licensor's products. They do not create any fiduciary, trust or custodial relationship. They are not property of Buyer beyond the contractual right in Section C14.1.

**C14.3.** Licensor sells Credits only to businesses and other organizations for use in their business or organizational operations under Section 2.1.3. Buyer represents that it acquires, and will use, Credits only for those purposes and not for personal, family or household purposes.

**C14.4.** Refunds are made only through AWS Marketplace, as a billing adjustment to the AWS account charged for the Credit Pack (or to the account to which AWS Marketplace has transferred the agreement for it), and only as set out in these Credits Terms.

## C15. Notices

**C15.1.** Licensor will give each of the following notices under Section 12.9 to Buyer's notice address (or, if Buyer has not designated one, to each Administrator) and will also send it by email or in the Eligible Products to Buyer's Administrators: (a) expiry notices under Section C7.4; (b) notices of Rate Card changes under Sections C8.3 and C8.4; (c) notices of a reduction of Included Credits under Section C5.8; (d) notices of a new version of these Credits Terms under Section C15.2; and (e) notices of a discontinuation or removal under Sections C8.5 and C8.6.

**C15.2.** Licensor will give notice of a new version of these Credits Terms, with a summary of the changes, at least 60 days before it first applies to a renewal of any of Buyer's Subscriptions. A new version of Annex 1 alone is not a new version of these Credits Terms for the purposes of this Section; it takes effect under Section C8.

**C15.3.** A failure of the email or in-product channel does not invalidate a notice given under Section 12.9. A period that runs from a notice under this Section runs from the date on which the notice is given under Section 12.9. A notice under Section C15.1 is also treated as given under Section 12.9: (a) when the carrier's record shows that it was delivered by registered or certified mail or by courier under Section 12.9(c) or (d) to Buyer's postal address, or that delivery there was refused; or (b) if Licensor has sent it by email to Buyer's notice address (or, if Buyer has not designated one, to each Administrator) and by such mail or courier to Buyer's postal address, and has received no written verification of receipt, on the 10th day after sending. "Buyer's postal address" means the address that Buyer last notified to Licensor for notices or, if none, the address given on Licensor's registration page or in Buyer's AWS Marketplace subscription records available to Licensor.

**C15.4.** Alerts under Section C10.2 and other operational messages are not notices under Section 12.9.

**C15.5.** Licensor will keep each version of these Credits Terms and of Annex 1 available to Buyer for as long as any Credit Block governed by that version remains in the Credit Account.

## C16. Termination and Survival

**C16.1.** Suspension under Section 7.1.3 does not cancel Credits.

**C16.2.** Sections C3, C4.6, C7.3 (last sentence), C7.5, C7.8, C10.1, C10.4, C11.2 (for entries made before the Credit Expiry Date), C12, C13, C14 and this Section C16 survive the Credit Expiry Date and the expiry or termination of each Credit Pack and each Eligible Subscription. Notwithstanding Section 10.3.3, unused Credits do not survive the Credit Expiry Date.

## Annex 1. Eligible Products and Rate card

Part A – Eligible Products

| **Eligible Products** | **AWS Marketplace listing** |
|---|---|
| Proxima Cloud CRM | https://aws.amazon.com/marketplace/pp/prodview-cnrihc6snq6os |

Part B – Rate Card

| **Eligible Product** | **Credit-Metered Feature** | **Editions or plans that include it** | **Unit of consumption** | **How the unit is measured** | **Credits per unit** |
|---|---|---|---|---|---|
| Proxima Cloud CRM | [AI feature] | [Basic, Advanced, Enterprise] | One operation | Units are measured by consumption according to the rate card published inside Proxima Cloud CRM | one |

**Maintenance & Support Policy – Software Products**

**(Schedule D)**

## INTRODUCTION

This Maintenance & Support Policy forms part of the Proxima Cloud CRM License Agreement to which it is attached (the "Agreement) and sets forth certain supplemental terms and conditions applicable to Licensor's provision of Maintenance & Support Services with respect to the Licensed Software. Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

## MAINTENANCE & SUPPORT SERVICES

During the License Period, Licensor shall make available to Buyer, at no additional charge, standard technical support as specified in this Section with respect to the Licensed Software.

Maintenance & Support Services shall only be provided to Buyer-designated employees, administrators and/or coordinators list of which shall be agreed by the Parties and such list shall contain not more than 5 (five) persons at a time. Request relating to change such designated person should be made via supportcrm@proximaresearch.com.

Licensor will make commercially reasonable efforts to provide an Error Correction for any Error reported to Licensor by Buyer in accordance with the Support Request procedures set forth below, with fully documented and reproducible examples of the reported problem. Licensor will also make available to Buyer during the License Period, at no additional charge, each new Release of the Licensed Software that Licensor makes available to its customers generally as part of their paid license subscription for the same Software Product(s) as the Licensed Software, but specifically excluding any new products, offerings, applications or add-ons for which Licensor charges a separate fee, unless Buyer separately purchases a license thereto. Unless otherwise specified in this Agreement, Buyer will be solely responsible for providing and maintaining a computing environment appropriate for and compatible with the Licensed Software, including all necessary server hardware, operating system software, backup systems and other necessary infrastructure, as well as the installation and implementation into Buyer's computing environment of each Error Correction and Release made available by Licensor.

## CERTAIN EXCLUSIONS

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Maintenance & Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to a Statement of Work for Professional Services):

(a) Any issue which, following investigation by Licensor, is determined not to be an Error in the Licensed Software, including issues related to hardware configuration and support, operating systems or other third party software products or the failure to install or operate the Licensed Software in accordance with its Documentation;

(b) Any issue related to software or services for which Licensor does not provide support and maintenance services to its customer;

(c) Any issue related to Buyer Extensions, except to the limited extent set forth above in connection with Development Support;

(d) Any issue related to alterations or modifications to the Licensed Software made by anyone other than Licensor or its authorized representatives;

(e) Any issue related to Buyer's or its Affiliates' failure to install or have installed an Error Correction or Release made available by Licensor;

(f) Maintenance or support services for a Release issued more than two (2) years prior to the date of the support request, unless such Release remains the most current Release;

(g) Any Professional Services.

**BUYER COOPERATION**

Buyer shall cooperate fully with Licensor in Licensor's provision of the Maintenance & Support Services, including by providing Licensor, in a timely fashion, with such assistance and access to such Buyer premises, systems, personnel and information, each as shall be reasonably required for the performance by Licensor of the Maintenance & Support Services. Without limiting the foregoing, remote access to Buyer's servers is of considerable assistance to Licensor's efforts to isolate the cause of issues and identify and correct Errors. In the absence of such remote access, (i) Buyer will be required to provide additional assistance to Licensor in connection with its efforts to identify and correct Errors, and (ii) if Licensor determines that onsite support is required in connection with any such efforts, then Licensor shall be excused of any further obligations hereunder with respect to the issues or Errors concerned, unless and until otherwise agreed by the Parties in writing (such as, if the Parties enter into a Statement of Work covering such onsite support).

**SUPPORT SLAs**

All requests are classified into different levels of service. Levels of service differ with response time to requests (and other parameters) and depend on the customer category and/or category of its problems.

Issues are categorized according to the following levels:

**Level 1 – Urgent.** An urgent issue is one that causes irrecoverable system error, or data corruption errors on Licensed Software recovery from a crash. The application is unavailable for use. (For instance, server issue, critical bandwidth issue, Job Failures etc.).

**Level 2 – High.** An issue where the Licensed Software is fundamentally available but certain business-critical actions are not available or cause data corruption errors. It can be a bug, synchronization issues if a particular group of people are impacted.

**Level 3 – Medium.** An issue where an element of the application does not function according to the specification but which is either not business critical or for which a practical workaround is available. It can be a bug or configuration issue.

**Level 4 – Low.** Nothing is fundamentally broken in the application but certain actions cannot be performed on the application end. For example, actions with users, transfer of responsibility/polygons between users, opening a visit for editing, configuration change, etc.

**Level 5 – Low and requires development.** All the Adaptation / Change / Improvement Requests – all desired features / functionality changes of applications that are missing or are nice to have to improve overall performance and usage experience.

Issue first response time:

a) For level 1 issues Licensor will provide first response within 4 (four) business hours.

b) For level 2 issues Licensor will provide first response within 12 (twelve) business hours.

c) For level 3 issues Licensor will provide first response within 24 (twenty four) business hours.

d) For levels 4 and 5 Licensor will provide first response within 48 (forty eight) business hours.

At the same time questions that cannot be solved by using the existing functionality of the Licensed Software, as well as the development of analytical reports, shall be submitted to the Commercial Department for review and evaluation of potential application/implementation.

a) Within the technical support the following issues are solved:

b) Advice on installing the Licensed Software on the user's local computer.

c) Guidance on typical problems that arise during the installation.

Within the technical support the following issues are solved:

a) General advice on choosing the server software to provide higher performance of the projects.

b) the Licensor would be responsible for ensuring the scalability and performance of the system as it grows.

Within the technical support the following issues are solved:

a) Licensed Software update problems are identified and solved.

b) Assistance in troubleshooting, if updates are installed incorrectly.

The technical support does NOT resolve the following questions:

a) Questions related to explanation of the general programming issues.

b) Questions related to repairing of the users equipment, such questions should be sent to the appropriate service center.

c) Questions related to the work of outsiders or operation of the Internet, such questions should be sent to the manufacturer of the software or ISP.

**SUBMITTING A SUPPORT REQUEST**

Prior to submitting an Error report or other request for Maintenance & Support Services (each "Support Request"), a Buyer Designated Representative is expected to consult the relevant Documentation and the Knowledge Base at https://learn.proximaresearch.com/hc. If the Buyer Designated Representative is unable to resolve the issue by referencing the Documentation and Knowledge Base, then the Buyer Designated Representative may submit a Support Request to the Licensor service center via "Help&Support" module available in the supplied software or by e-mail to supportcrm@proximaresearch.com.

When submitting a Support Request, the Buyer Designated Representative must furnish Licensor with all information and assistance needed by Licensor to address the reported issue, including by promptly furnishing sample input and output, providing assistance in isolating and reproducing the suspected Error, performing diagnostics and tests requested by Licensor, and carrying out any required remedial tasks requested by Licensor.

No Support Request may be initiated by a Buyer Designated Representative directly to any Licensor engineering or professional services personnel or otherwise bypass the Licensor support service center.

This includes all telephone, fax, or e-mail contact of any kind of subject. Licensor's support service center personnel will be solely responsible for determining if and when any Support Request should be referred to other Licensor engineering or professional services personnel.