

3Data Cloud Terms and Conditions

3Data (“**Licensor**”) and the licensee (whether direct Licensee, OEM, or other license purchaser, as applicable, such party is referred to herein as “**Licensee**”) have entered into a license agreement (the “**License Agreement**”) and one or more Sales Orders (the “**Sales Order**”). Pursuant to the Sales Order, Licensor has licensed the Software and has agreed to provide 3Data Cloud (as defined below) to Licensee as specified in the Sales Order. These 3Data Cloud Terms and Conditions (the “**Cloud Terms**”) supplement and are subject to the terms of the License Agreement except where they explicitly derogate from the terms of the License Agreement. Capitalized terms used in this Schedule that are not otherwise defined herein, shall have the respective meanings set forth in the License Agreement or the Sales Order. The Cloud Terms apply only to the 3Data Cloud (as defined below).

The 3Data Cloud managed service (“**3Data Cloud**”) is a service to deploy, host, and manage the 3Data software (the “**Software**”) on a cloud environment (the “**Environment**”) for Licensee.

1. SCOPE OF CLOUD LICENSE

1.1. **License Grant.** Licensee is licensed to use the Software in the Environment subject to the license scope and limitations set forth in the License Agreement and the Sales Order. Notwithstanding anything to the contrary in the License Agreement, Authorized Servers licensed under the Sales Order shall mean and be limited to servers deployed in the Environment managed by Licensor. Unless explicitly stated otherwise in the applicable Sales Order, no license is granted to Licensee to download, install, activate, copy, or use the Software on servers other than the Environment.

1.2. Production and Backup/ Development Servers.

3Data Cloud line items designated in the Sales Order as “Production” may only be used to host a 3Data Server Software license permitting full production use (not a Backup/Development server license).

3Data Cloud line items designated in the Sales Order as “Backup/Dev” may only be used to host a 3Data Backup/Development Server Software license.

2. LICENSOR RESPONSIBILITIES

Licensor is responsible for the following:

- a. Deploying, hosting, and managing the Software (including Updates and Version) on a third-party cloud server during the Term.
- b. Enabling Licensee access to the 3Data Cloud and providing guidance to Licensee on connecting and transferring its data sources to the Environment.
- c. Environment and Software monitoring.
- d. Providing Support Services as described in the 3Data Cloud Support Terms attached hereto as **Exhibit A** (the “**3Data Cloud Support Services**”) throughout the Subscription Period(s) under which the 3Data Cloud is provided.

3. LICENSEE RESPONSIBILITIES

Licensee is responsible for the following:

- a. Enabling access and connecting its own systems and data sources to the Environment as needed.
- b. Obtaining or creating all Licensee Data
- c. Licensee’s business intelligence activities using the Software.
- d. Coordinating and communicating with Licensor on ongoing system maintenance activities and issue resolution.

- e. Ensuring its Authorized Users comply with the License Agreement and the Cloud Terms, including using commercially reasonable means to prevent unauthorized access to the 3Data Cloud and notifying Licensor promptly of any such unauthorized access.

4. LICENSEE DATA

4.1. **Hosting.** All electronic data and information stored or managed by means of the Software by or for Licensee, including the results of data analysis embodied in the Virtual Command Centers and any other Software reports and outputs, is “**Licensee Data.**” Licensee Data does not include the Software or any third-party software interoperating with the 3Data Cloud. As between Licensor and Licensee, all Licensee Data is deemed Licensee’s property.

4.2. **Data Back Up.** Licensee acknowledges that the 3Data Cloud is not a system of record, and all Licensee Data remains on the systems and data repositories from which the data processed on the 3Data Cloud is sourced. Licensor is only responsible to restore data that has been backed up from the Environment (such as Virtual Command Centers) as provided in the Backup Schedule set forth on the Sales Order, or to rebuild the Virtual Command Center data from the data sources.

4.3. License to Licensee Data.

4.3.1. Licensee grants Licensor and its affiliates and contractors a worldwide, limited-term license to host, copy, use, transmit, and process Licensee Data solely as reasonably necessary for Licensor to perform its obligations under the License Agreement and any applicable Sales Order, including expressly the Cloud Terms, except as provided by law. Except for the limited license granted herein, Licensor shall acquire no right or title to Licensee Data.

4.3.2. Without limiting the generality of the foregoing, processing of Licensee Data may include: (i) uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Licensee Data as directed by Licensee using the Software functionalities; (ii) performing 3Data Cloud Support services; (iii) providing business intelligence consulting services; (iv) using Licensee Data to create aggregated and anonymous statistical reports to monitor Licensee’s use of the 3Data Cloud and Software and to improve Licensor’s products and services, provided that such statistical information does not disclose Licensee Confidential Information; and (v) maintaining logs for compliance with data retention laws and internal security and disaster recovery policies.

4.4. **Responsibility for Licensee Data.** Licensee acknowledges and agrees that Licensor does not screen or review Licensee Data on the 3Data Cloud. Licensee warrants and represents that it has the right to access and use the Licensee Data with the 3Data Cloud and to permit Licensor to access and use the Licensee Data as provided herein. Licensee shall comply with all applicable laws and regulations regarding the collection, use, transfer and processing of Licensee Data, including but not limited to laws and regulations relating to the collection, use, transfer or processing of any personal data, third party Intellectual Property rights, and any other laws and regulations pertaining to the use or dissemination of any Licensee Data via the 3Data Cloud.

4.5. **Data Deletion.** Licensor will erase all Licensee Data from the Environment within seven (7) business days after the expiration or termination of a Subscription Period.

5. LIMITATION OF LIABILITY; INDEMNIFICATION BY LICENSEE

5.1. Notwithstanding anything to the contrary in the License Agreement, and in addition to any disclaimer of liability in the License Agreement, Licensor shall have no liability arising

from: (i) any disclosure of Licensee Data by Licensee's Authorized Users or through the functions and settings of the Software deployed on the 3Data Cloud under Licensee's control; (ii) claims alleging that Licensee Data violates the Intellectual Property rights of a third party, including copyright, privacy rights, data protection rights, database rights, trade secret, or trademark (including data made available by or on behalf of customers); and (iii) damages or losses, if any, caused by any modification or adaptation made by Licensee to the 3Data Cloud without Licensor's express and prior written consent.

5.2. **Indemnification by Licensee.** Licensee shall defend Licensor against any claim, demand, suit, or proceeding brought against Licensor by a third party arising in connection with Licensee Data or Licensee's use of the Software or the 3Data Cloud in violation of the Sales Order, License Agreement, and the Cloud Terms (each a "**Claim**"). Licensee shall indemnify Licensor from any damages, attorneys fees, and costs finally awarded against Licensor as a result of a Claim or for any amounts paid by Licensor under a settlement of a Claim by Licensee, provided Licensor has (a) given Licensee notice of the Claim and (b) Licensee shall have sole control of the defense and settlement of the Claim (provided that Licensee shall not enter into any settlement that admits liability on behalf of Licensor or imposes any obligations on Licensor other than cessation of use of the allegedly infringing item or payment of amounts indemnified hereunder) and (c) Licensor shall provide Licensee all reasonable assistance requested by Licensee, at Licensee's expense.

6. DATA PROTECTION

6.1. For purposes of this Section 6, the following definitions shall apply:

6.1.1. "**Data Protection Legislation**" shall mean: the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**") and implementing legislation of European Union member states made pursuant thereto, and the California Consumer Privacy Act of 2018 ("**CCPA**") and any regulations issued pursuant thereto. Terms used in Section 6 and not otherwise defined shall have the meaning given to them in the Data Protection Legislation.

6.1.2. "**Personal Data**" shall mean both "personal data" and "personal information" as those terms are defined in the Data Protection Legislation.

6.2. If Licensor processes any Personal Data on Licensee's behalf on the 3Data Cloud, the Parties record their intention that Licensee shall be the "data controller" or "business" and Licensor shall be a "data processor" or "service provider" (each as defined in the GDPR and CCPA, respectively), and in such case:

6.2.1. Licensee's obligations:

A. Transfer outside the EU/EEA. Licensee acknowledges that Licensor staff who require access to Licensee Data (including Personal Data) to provide the 3Data Cloud and to perform Licensor's other obligations under this Schedule are located outside of the EU/EEA. Licensor shall comply with Articles 44 – 46 of GDPR with respect to access outside the EU/EEA. Licensee Data shall be hosted in the region set forth on the applicable Sales Order and Licensor shall not host the Licensee Data in a different region without Licensee's prior written instruction.

B. Sub-processors. Licensee agrees that Licensor may use sub-processors to host and perform certain functions of the 3Data Cloud, including but not limited to: data center hosting and processing infrastructure, data delivery, and performance analytics.

C. Legal Basis. Licensee shall ensure that it has the legal right and satisfies the legal requirements needed to allow Licensor to process the relevant Personal

Data on its behalf in the location(s) specified on the Sales Order for the 3Data Cloud.

- D. Security.** Licensee shall ensure that it has in place appropriate technical and organizational security measures to protect against unauthorized or unlawful access to the Environment.

6.2.2. Licensor's obligations:

- A. Scope, Nature, and Purpose of Processing.** Licensor shall not process, retain, use, or disclose any Personal Data except for the purpose of performing its obligations under the License Agreement, any applicable Sales Order, and the Cloud Terms. Without limiting the generality of the foregoing, processing activities include uses that are reasonably necessary and proportionate to achieve the operational purpose for which the personal information is processed, such as: uploading, hosting, combining, analyzing, creating graphs and visualizations, displaying and delivering Licensee Data as directed by Licensee using the Software functionalities, performing maintenance and support services, providing business intelligence consulting services, creating aggregated and anonymous statistics and reports to improve Licensor's products and services, and maintaining logs for compliance with data retention laws and internal security and disaster recovery policies. Processing activities shall also include processing Licensee's payments and other information incidental to the business relationship between Licensor and Licensee. The processing activities may involve any category of data that is uploaded to the 3Data Cloud by Licensee, or otherwise generated or entered by Licensee during its use of the 3Data Cloud and Software, including but not limited to, databases, metadata, login and authentication credentials, email addresses, unique device identifiers, software usage information, and internet traffic and online activity information. Data subjects may be any of Licensee's Authorized Users or Viewers or other individuals who are protected by the Data Protection Legislation. The 3Data Cloud is not specifically intended for processing of any special categories of data.
- B. Instructions.** Except to the extent required by applicable law, Licensor processes Personal Data transferred to it only on behalf of Licensee and in accordance with the Licensee's instructions, whether expressed electronically through Licensee's use of the Software on the 3Data Cloud or otherwise. The parties acknowledge that Licensee controls the Licensee Data using the functionalities and settings of the Software, and that Licensee's use of such settings and functionalities will be considered as processing instructions given by Licensee to Licensor.
- C. Personnel.** Licensor shall ensure that its personnel accessing the Personal Data are subject to a duty of confidentiality with respect to Personal Data.
- D. Assistance.** Licensor shall provide reasonable assistance to Licensee with respect to the following (i) any requests from individuals exercising their rights to access, rectify, erase or object to processing of Personal Data pursuant to Data Protection Legislation; (ii) Licensee's security and data breach obligations, including notifying Licensee of any Personal Data breaches that Licensor is aware of or reasonably suspects; (iii) if Licensee needs to carry out a privacy impact assessment. Licensor will notify Licensee regarding any requests from individuals to exercise their right without undue delay and will follow Licensee's instructions in accordance with the Data Protection Legislation. Licensor reserves the right to charge a fee, consistent with the Data

Protection Legislation, for complying with a request for assistance requiring significant effort and/or resources.

- E. Security.** During the Subscription Period, Licensor shall implement appropriate technical and organizational security measures.
- F. Sub-processors.** Licensor shall inform Licensee of any intended changes concerning the addition or replacement of sub-processors. Licensor's data protection obligations under this Schedule shall be imposed on any sub-processor by way of a contract or other legal act and shall obligate the sub-processor to provide sufficient guarantees to implement appropriate technical and organizational measures meeting the requirements of the GDPR. Where a sub-processor fails to fulfill its data protection obligations, Licensor shall remain fully liable to Licensee for the performance of that sub-processor's obligations.
- H. No Sale of Personal Data.** Licensor will not under any circumstances sell any Licensee Personal Data to a third party.
- I. Certification.** Licensor certifies that it understands and will comply with the restrictions on the use of Licensee Personal Data it receives from Licensee in connection with the provision of the 3Data Cloud.

Exhibit A
3Data Cloud Support Terms

As part of the 3Data Cloud, Licensor shall provide the following support to resolve Cloud-specific issues only. Resolution of all other issues, including but not limited to all issues related to the Software, shall be addressed under the Software Support Terms.

1. Definitions

- 1.1. **“Cloud Support”** means the support provided by a specialized Cloud Support Team monitoring and maintaining the Cloud Service as set forth in this Exhibit A.
- 1.2. **“Contract Quarter”** means each three-month period commencing from the start date of the Subscription Term and from each anniversary thereto.
- 1.3. **“Datasource”** means a data source accessed and used by the Software to generate its output.
- 1.4. **“Downtime”** means the total number of minutes of Unavailability within a Measured Period, excluding SLA Exclusions during such Measured Period.
- 1.5. **“Measured Period”** means the total number of minutes in each Contract Quarter.
- 1.6. **“Quarterly Report”** means a report of any Downtime during a Contract Quarter.
- 1.7. **“Scheduled Downtime”** shall mean any Downtime (i) of which Licensee is notified at least three (3) days in advance, or (ii) during a standard maintenance window, as published by Licensor from time to time. In either of the foregoing two situations, Licensor will use commercially reasonable efforts to ensure that the Scheduled Downtime falls between the hours from Sunday 00.00 through Monday 00.00 prevailing Eastern Standard Time.
- 1.8. **“SLA Exclusions”** shall have the meaning ascribed to such term in Section 3 hereof.
- 1.9. **“Software Support”** means the support services provided by Licensor in connection with Failures (as defined in the Software Support Terms) in the Software.
- 1.10. **“Software Support Terms”** means 3Data Support Services Terms and Conditions as incorporated in the Agreement.
- 1.11. **“Unavailability”** means the Software is inoperable or inaccessible to Viewers as indicated using Licensor’s monitoring tools.
- 1.12. **“Uptime”** means the total number of minutes in the Measured Period minus Downtime.
- 1.13. **“Uptime Percentage”** means Uptime expressed as a percentage, calculated in accordance with the following formula:

$$\text{Uptime Percentage} = (\text{Uptime} / \text{Measured Period}) \times 100$$

2. Availability SLA

- 2.1. During the Subscription Period for provision of Cloud Service to Licensee, Licensor will use commercially reasonable efforts to ensure that the Cloud Service is available for access and use by Licensee in accordance with the Agreement at a quarterly Uptime Percentage of at least 99.7% (the **“Availability SLA”**).
- 2.2. Licensor’s obligations hereunder are conditioned upon Licensee: (i) complying with the terms and conditions of the License Agreement and Cloud Terms; (ii) complying with Licensor’s

instructions for performing corrective action; and (iii) connecting to the 3Data Cloud in full compliance with Licensor's instructions.

3. SLA Exclusions

The following conditions ("**SLA Exclusions**") shall not be counted as Downtime:

- 3.1. Scheduled Downtime.
- 3.2. Issues related to data refreshing from Datasources.
- 3.3. Individual Virtual Command Centers or Widgets are not functioning properly, but the issue does not affect other Virtual Command Centers or Widgets.
- 3.4. Errors attributable to BI activity, not system functions.
- 3.5. Unavailability attributable to (a) causes beyond Licensor's reasonable control, including any Force Majeure event or the performance of any third party communications or internet service provider; (b) Licensee's failure to perform any obligation under the License Agreement that affects the performance of the Cloud Service; (c) the actions or omissions of Licensee, its permitted users or any third party acting on their behalf, or (d) Licensee's or any third party's equipment, software, or other technology not provided by Licensor;
- 3.6. Isolated instances of Unavailability lasting less than ten (10) minutes each, provided such instances are not recurring to such a degree that they materially impact Licensee's use of the Cloud Service.

4. Response to Unavailability Incidents

- 4.1. Reporting. If Licensee experiences Unavailability, Licensee shall report it to the Support Services helpdesk as set forth in the Software Support Terms.
- 4.2. Response to Unavailability. Upon receipt by Licensor of a report of Unavailability, Licensor shall respond with an acknowledgement of such report within twenty-four (24) Hours of receipt as set forth in the Software Support Terms. Following acknowledgment, Licensor will commence action to address the issue. Following repair of the issue causing Unavailability, Licensor shall report the cause of the incident to Licensee.

If the reported issue is caused by one of the SLA Exclusions and/or is not a 3Data Cloud Unavailability issue, the issues will be addressed in accordance with the Software Support Terms.