

DOTMATICS TERMS AND CONDITIONS

SaaS Services Schedule Attachment

This SaaS Services Schedule Attachment (the “Attachment”) is a “Schedule Attachment” as defined in the Dotmatics Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “Agreement”), provided that this Attachment shall apply only if and to the extent Customer purchases a Subscription to the SaaS Services. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

1. SaaS Services.

1.1 Provision of Access.

(a) Subject to the terms and conditions of this Agreement, Dotmatics agrees to provide the SaaS Services to the number of Customer’s Authorized End Users indicated in the applicable Ordering Document during the Subscription Term. During the Subscription Term, Customer’s Authorized End Users shall have the right to access and use the SaaS Services solely for Customer’s internal business activities.

(b) Dotmatics shall provide to Customer the necessary passwords, network links and other necessary instructions to allow Customer to access the SaaS Services in Dotmatics’ production environment (the “Access Protocols”). Dotmatics shall also provide Customer any User Documentation to be used by Customer in accessing and using the SaaS Services. Customer acknowledges and agrees that, as between Customer and Dotmatics, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the SaaS Services and shall cause Authorized End Users to comply with such provisions.

(c) Subject to the terms and conditions of this Agreement, Dotmatics grants to Customer a non-exclusive, nontransferable, non-sublicensable license, during the applicable Subscription Term, to use and reproduce the User Documentation only in conjunction with use of the SaaS Services. Customer will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the User Documentation.

1.2 Usage Restrictions. Customer agrees not to act outside the scope of the license rights that are expressly granted by this Agreement. Except as otherwise expressly authorized by this Agreement, Customer agrees not to (i) reproduce the SaaS Services or any software component used to provide the SaaS Services, nor reproduce any copies of any Installable Components; (ii) modify, adapt, translate or create derivative works based upon any component of the Dotmatics Product or the SaaS Services, provided that the foregoing shall not be construed to prohibit Customer from configuring the SaaS Services to the extent permitted by the standard user interface thereof; (iii) distribute, resell, sublicense, lease, rent, loan, pledge, permit a lien upon, or otherwise transfer, assign or provide to any third party any Access Rights or any access to the SaaS Services; (iv) use the SaaS Services in any manner that is inconsistent with the User Documentation; or (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from which the Dotmatics Product or any software component of the SaaS Services is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code. Customer agrees to use the SaaS Services only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities. Customer may not export or re-export any software component used to perform the SaaS Services, nor the associated User Documentation, outside of the applicable jurisdiction identified in the Ordering Document, except in compliance with applicable export laws and regulations. Customer acknowledges and agrees that any act or omission in breach of this section will constitute an unauthorized exercise of Dotmatics’s Intellectual Property Rights beyond the scope of the rights granted by this Agreement, and strict compliance with this section is an essential basis of this Agreement. Customer agrees to reimburse Dotmatics for attorneys’ fees and court costs incurred in connection with any lawsuit brought by Dotmatics in which a court finds that Customer has breached any provisions of this section.

1.3 Reserved Rights; Ownership. This Attachment grants certain rights of access only, and no license is granted under any of Dotmatics’s Intellectual Property Rights except as expressly stated herein. Subject to the rights granted in this Agreement, Customer acknowledges that Dotmatics retains all right, title and interest in and to the Dotmatics Offerings, Dotmatics Products, , User Documentation, Customer feedback related to the Products, derivative works, customizations of the Dotmatics Products and all Intellectual Property Rights associated with any of the foregoing. Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Attachment and the Agreement. Customer further acknowledges that Dotmatics retains the right to use the foregoing for any purpose in Dotmatics’s sole discretion.

1.4 Hosting, Configuration and Changes. As between the Parties, Dotmatics will be responsible for hosting the applicable Dotmatics Product for which Customer has purchased a Subscription for SaaS Services, provided that Customer remains responsible for meeting minimum requirements (e.g., procuring adequate Internet bandwidth) set forth in the User Documentation and as necessary to comply with the Access Protocols. Customer acknowledges that, except as separately agreed in writing between the Parties, Dotmatics is not responsible for configuration of the Dotmatics Product; installation and/or upgrades, nor for error correction related to the interaction between the Dotmatics Product and any third-party products, nor for any training or other services relating thereto. Customer is solely responsible for obtaining any such additional services and products. Customer acknowledges that it is Customer’s responsibility to define its best practices and policies regarding business continuity and disaster recovery. While Dotmatics agrees to be responsible for the availability of the SaaS Services, Customer agrees that Dotmatics is not responsible for any other Customer applications or infrastructure. Dotmatics regularly updates the SaaS Services and reserves the right to add or substitute functionally equivalent products or features in the event of product unavailability, end-of-life, or changes to software requirements.

1.5 Availability. Dotmatics uses commercially reasonable efforts to make SaaS Services available twenty-four (24) hours per day, seven (7) days per week, in accordance with Dotmatics policies. For details regarding service commitments, availability, maintenance service credits and service requests for our SaaS Services, please refer to the SLA Terms, which are an integral part of this Agreement, as if fully set forth herein, available at: <https://www.dotmatics.com/terms-and-conditions>

1.6 Support and Maintenance. Support and maintenance are provided throughout the Subscription Term for SaaS Services as provided in the Terms.

2. Information Security & Privacy.

(a) For user interface access to Dotmatics’s SaaS Services, Dotmatics uses no less than TLS 1.2+ with AES 256 bit encryption, terminated at the server.

(b) Dotmatics’s SaaS Services are hosted in a SOC-2, Type II compliant datacenter, meaning it has been independently audited to verify the validity and functionality of its control activities and processes. Every server supporting the SaaS Services will remain operated in a fully redundant fail-over pair to ensure high availability. Dotmatics instructs its data center provider to back up data generated by the SaaS Services on a nightly basis and store such data redundantly so that it can be restored rapidly in case of failure. Security updates and patches are actively evaluated by engineers and will be deployed at Dotmatics’s discretion.

(c) Access to the SaaS Services and/or to Customer Data are secured by multiple authentication challenges. These challenges may include RSA and DSA key

pairs, passwords, multifactor authentication, and network access control lists. The SaaS Services support SAML 2.0, but Customer is ultimately responsible for the configurations. Access to the underlying data center servers that support the SaaS Services and to associated data will be restricted to Dotmatics employees and contractors. Those employees and contractors have access to tools that monitor the SaaS Services 24 hours a day, 7 days a week. Failed authentication attempts are audited, and engineers will promptly investigate possible intrusion. Standard firewall policies designed to block unauthorized access have been deployed to protect Dotmatics's SaaS Services and Installable Components' communication.

(d) Dotmatics acknowledges that all Customer Confidential Information is subject to applicable provisions of the Terms. Without limiting the foregoing, Dotmatics shall only process, use or disclose Customer's Confidential Information as necessary to perform Dotmatics's obligations under this Agreement. Those Dotmatics personnel processing Customer's Confidential information shall receive privacy and security training on an annual basis.

(e) Dotmatics implements and maintains appropriate, physical, policy-based, technical, and organizational measures to protect Customer's confidential information from unauthorized access, destruction, use, modification, or disclosure. Such measures will include, at a minimum, as appropriate, provisions for the following:

- A privacy policy and an information security program containing commercially reasonable and appropriate measures to maintain the security of the SaaS Services;
- Customer Data will be secured using industry standard encryption technology when stored on transportable media without physical access protection, transmitted over the Internet, transmitted over networks to which third parties may have access, or accessed remotely;
- Adjustments to security measures to account for changes in technology;
- Procedures to detect actual and attempted attacks on or intrusions into electronic systems containing Confidential Information.

(f) Dotmatics has implemented appropriate procedures designed to (i) require Dotmatics's employees and contractors having authorized access to Customer's Confidential Information to respect and maintain the confidentiality and security of Confidential Information; and (ii) maintain Dotmatics's measures and procedures in compliance with applicable legal requirements.

3. Customer Data. As between the Parties, Dotmatics acknowledges that Customer retains all right, title and interest in the Customer Data. For clarity, the Customer Data shall not include any workflows, or workflow configurations, of the Dotmatics Product that cause any specific output of the Customer Data. In the event of any termination of this Attachment or the applicable Subscription Term without renewal for the SaaS Services, Customer Data will be made available to Customer via a Customer Data export process.

[End of SAAS Services Schedule Attachment]

DOTMATICS TERMS AND CONDITIONS

Technical Services Schedule Attachment

This Technical Services Schedule Attachment (the “Attachment”) is a “Schedule Attachment” as defined in the Dotmatics Terms and Conditions and is an addendum to the agreement between Dotmatics and Customer which incorporates such Terms (the “Agreement”), provided that this Attachment shall apply only if and to the extent Customer purchases Technical Services under the Agreement. Capitalized terms used but not defined in this Attachment shall have those meanings given to them in the Terms. This Attachment may be accepted by Customer in any manner indicating Customer’s agreement to be bound by them, including, by way of example, by executing a Ordering Document which indicates that one or more purchases contemplated therein are subject to the Terms and/or this Attachment.

1. Performance of Technical Services.

(a) Dotmatics agrees to perform all Technical Services set forth in mutually executed Statements of Work. Dotmatics will exercise commercially reasonable efforts to perform the Technical Services according to any schedules that are expressly required by the applicable Statement of Work and will provide all Deliverables required to be provided by such Statement of Work.

(b) Upon Customer’s request from time to time, Dotmatics agrees to negotiate additional Statements of Work. Each Statement of Work shall become effective when it has been signed by authorized representatives of both Parties.

(c) In the event of a conflict between the provisions of any Statement of Work and this Attachment, this Attachment shall govern unless the Statement of Work expressly identifies the relevant provision of this Attachment and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work. Notwithstanding the foregoing, and notwithstanding any provision of the Terms to the contrary, no provision of a Statement of Work shall supersede and govern over any conflicting provision within the Terms unless the Statement of Work also expressly identifies the relevant provision of the Terms and expressly states the Parties’ intent to override that provision for purposes of the Statement of Work.

(d) Change Orders. In the event that Customer desires changes to the requirements under any Statement of Work, Customer shall request that Dotmatics prepare a written proposal reflecting the requested changes, including details regarding the impact of such requested changes to time schedules for performance, Deliverables requirements, timing and amount of payments, and any other impact to the Statement of Work required to implement the requested changes (“Change Order”). If the Parties reach mutual agreement regarding such changes, the Change Order shall be mutually executed and shall constitute an amendment to the applicable Statement of Work. For, however, no such Change Order, nor any such responsive proposal, shall be binding upon either Party unless and until set forth in writing and mutually executed.

2. Intellectual Property Rights

2.1 Customer Materials. As between the Parties, Customer shall retain title in Customer Materials, including title in all Intellectual Property Rights therein. Customer hereby grants to Dotmatics a limited, non- exclusive, non-sublicensable, non-transferable license to reproduce, modify, adapt, translate, distribute, perform, and display such Customer Materials solely for the purpose of performing the Technical Services.

2.2 Rights in Deliverables. As between the Parties, Customer agrees that Dotmatics and its licensors are, and will remain, the sole and exclusive owners of any Deliverables, subject to Customer’s continuing ownership of its rights in any Customer Confidential Information and any Customer Materials that are incorporated within any Deliverables, and subject to the applicable licenses or other rights granted below. Dotmatics hereby grants to Customer a limited, non- exclusive, non-sublicensable, non-transferable license to use the Deliverables in connection with the Dotmatics Offering solely during the Subscription Term for which the applicable Deliverables apply.

2.3 Support and Maintenance not included. For avoidance of doubt, any support and maintenance with regard to Deliverables (including, without limitation, computer code, and/or configurations) must be mutually agreed in a separate Statement of Work or other written agreement between the Parties. Except as expressly agreed in a separate Statement of Work or other written agreement, Customer acknowledges that Dotmatics has no obligation to provide any such support.

3. Representations and Warranties.

3.1 Limited Warranty for Technical Services. Customer acknowledges that Dotmatics’s policy is to perform all Technical Services in a professional and workmanlike manner in accordance with generally applicable industry standards. Accordingly, all Deliverables will materially conform to express specifications stated on the applicable Statement of Work or Change Order for a period of thirty (30) days following delivery. In the event that any Deliverable fails to meet the foregoing warranty, Dotmatics will correct the relevant Deliverable in a timely manner, at no additional charge to Customer, provided that Customer waives any claim under this warranty if it fails to provide written notice of the relevant warranty breach within the applicable warranty period, and provided that Dotmatics’s correction of the Deliverable that is the subject of the relevant warranty breach will constitute Customer’s sole and exclusive remedy for the same. Subject to Dotmatics’s duties under this paragraph, and further subject to any additional obligations imposed by a mutually executed Statement of Work or Change Order; each Deliverable is considered accepted upon delivery.

4. Termination of Technical Services.

4.1 Term of Statement of Work. Each Statement of Work shall become effective and binding upon mutual execution and shall remain in effect until completion of the Technical Services to be provided thereunder, unless earlier terminated in accordance with this Attachment.

4.2 Termination of Statements of Work.

(a) All Statements of Work shall terminate automatically and simultaneously upon termination of the Agreement for any reason.

(b) Customer may terminate a Statement of Work, at its election and without cause, upon thirty (30) days written notice.

(c) In addition to any termination rights provided to the Parties by the Terms, either Party may terminate a particular Statement of Work upon written notice if the other Party has committed a material breach of its obligations arising under such Statement of Work and has failed to cure such breach within thirty (30) days after receipt of written notice from the non-breaching Party, which notice specifies the breach in reasonable detail.

4.3 Consequences of terminating Technical Services. Upon the termination or expiration of any Statement of Work, Dotmatics shall cease providing the applicable Technical Services required by such Statement of Work and shall inform Customer of the extent to which performance has been completed under such Statement of work. Dotmatics shall issue an invoice for all work performed and expenses incurred through the date of termination, and Customer shall pay such invoice as and when payable in accordance with the Terms.

[End of Technical Services Schedule Attachment]