

# DOTMATIC'S STANDARD TERMS AND CONDITIONS

## SaaS Services Schedule Attachment

This SaaS Services Schedule Attachment (the “Attachment”) is a “Schedule Attachment” as defined in the Dotmatics Standard Terms and is an addendum to the agreement between Dotmatics and Customer which incorporates such Standard 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 Standard 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 Sales Order which indicates that one or more purchases contemplated therein are subject to the Standard 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 Sales Order 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 (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 Sales Order, 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 SaaS Services, and associated documentation, 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 and Configuration.** 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.

**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 Standard Terms.

### 2. Information Security & Privacy.

(a) For user interface access to Dotmatics’s SaaS Services, Dotmatics uses no less than TLS 1.0 with AES 256 bit encryption, terminated at the server.

(b) Dotmatics’s SaaS Services are hosted in a SSAE-16 compliant data center, 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 Standard 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 sake of 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 that is mutually agreed upon in a SOW.

[End of SAAS Services Schedule Attachment]