

This Cloud Services Agreement (this “**Agreement**”) is entered into as of the Effective Date by and between the Varicent entity described in Section 13.4 below (“**Varicent**”) and Customer and governs Customer’s acquisition and use of Varicent’s Cloud Service. Capitalized terms shall have the meanings set forth on Exhibit 1 (Definitions) or elsewhere in this Agreement.

By executing an Order referencing this Agreement effective as of the Order Date or by accessing Services after clicking an “I agree” (or similar) button, Customer accepts and agrees to the terms of this Agreement. If the Person accepting this Agreement is an individual acting on behalf of a company or other legal entity, such individual represents that they have the authority to accept and bind such entity to this Agreement, in which case the term “Customer” shall refer to such entity.

1. THE SOFTWARE

The Software for which the Cloud Service is provided hereunder shall be set forth in an Order or in the Online Portal with respect to Free Services. A description of the Software ordered by Customer as a Cloud Service, and the specific terms and conditions in respect of such Software, is set out in a schedule at https://www.varicent.com/legal_terms under Product Terms (a “**Software Schedule**”), which relevant Software Schedule(s) is/are hereby incorporated by reference. Customer acknowledges that Varicent may modify a Software Schedule from time to time at Varicent’s sole discretion to add new features or product offerings to the Cloud Services; such modified Schedule shall supersede prior versions provided such modifications shall not materially reduce the functionality of the Cloud Services procured by Customer as of the applicable Order Date.

2. ACCESS TO AND USE OF THE CLOUD SERVICE

2.1. Generally. Varicent shall make the Cloud Service available to Customer pursuant to this Agreement. Customer may allow its Subsidiaries to access and use the Cloud Service, provided that (a) Customer shall cause each such Subsidiary to abide by the terms and conditions of this Agreement and shall remain fully liable for the acts and omissions of such Subsidiaries and (b) a Subsidiary’s right to access and use the Cloud Service shall automatically terminate if it is no longer a Subsidiary of Customer.

2.2. Documentation. Varicent hereby grants to Customer a non-exclusive, non-transferable license to use and reproduce the Documentation solely for Customer’s and its Subsidiaries’ internal business purposes in connection with their use of the Cloud Service.

2.3. Usage Restrictions. Customer, its Subsidiaries, and Authorized Users shall use the Cloud Service only as expressly permitted by this Agreement and shall not, and shall not permit or authorize any other Person, directly or indirectly, to: (a) modify, copy or create any derivative work based on the Cloud Service or Documentation; (b) license, sublicense, sell, resell, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Cloud Service or Documentation available to any third party, other than Authorized Users as permitted herein; (c) decompile or reverse engineer any portion of the Cloud Service or the Software (except to the extent the foregoing restriction is prohibited under applicable Law); (d) make any use of the Cloud Service that violates applicable Law or the privacy rights, Intellectual Property Rights, or other rights of any Person; (e) circumvent the user authentication or security of the Cloud Service or any host, network, or account related thereto; (f) transmit any viruses, worms, defects, Trojan horses, or programming of a destructive nature through the Cloud Service; or (g) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Cloud Service or Documentation.

2.4. Changes to Purchased Cloud Service. Varicent may modify the Cloud Service and Documentation from time to time at Varicent’s sole discretion and such modifications shall replace prior versions. Except for modifications made to comply with applicable Law, Varicent shall not make any modifications to the Cloud Service that would degrade its security or data protection features or functionality.

2.5. Suspension of the Cloud Service. Varicent may suspend immediately Customer’s or any Authorized User’s account or access to or use of the Cloud Service if such account or activity is (a) disrupting or causing harm to Varicent’s or another Person’s computers, systems, or infrastructure or (b) is in violation of [Section 2.3](#), applicable Law, or the Documentation; provided that, Varicent shall notify Customer of any such suspension and shall remove such suspension upon resolution to Varicent’s reasonable satisfaction of the circumstances giving rise to such suspension.

3. FEES AND PAYMENT

3.1. Fees. In consideration for Customer’s access to and use of the Cloud Service and Documentation and receipt of the Support Services, Customer shall pay to Varicent the fees for Purchased Cloud Services set forth in each Order (the “**Fees**”). Customer may add additional Entitlements at any time, subject to the Parties’ execution of an Order for such Entitlements and Customer’s payment of the applicable Fees set forth in such Order; provided however, that if Customer’s use of the Cloud Service exceeds its then-current Entitlements at any time during the applicable Subscription Term, Customer shall immediately execute an Order with Varicent for the additional Entitlements to cover such past and, if necessary, future use. Use of Free Services, if applicable, are provided to Customer without charge up to the limits outlined in an Order or on the Online Portal; usage over such limits requires purchase of Entitlements in the foregoing manner directed by Varicent.

3.2. (A) Payment via Orders. All amounts due hereunder shall be due upon receipt of Varicent’s invoice and payable within thirty (30) days of the invoice date. Except as otherwise expressly set forth herein, all amounts paid under this Agreement are non-refundable.

(B) Payment via Online Portal. Purchases made through the Online Portal shall be payable automatically at the time of purchase. When initiating a purchase transaction through the Online Portal, Customer authorizes Varicent to provide Customer's payment information to third party payment services provider(s) so the transaction can be completed and the applicable payment method can be charged. Any change to pricing with respect to Cloud Services procured through the Online Portal will become effective in the billing cycle following notice of such change to Customer as provided in this Agreement. If payment is not successfully settled for any reason, Customer remains responsible for any amounts not remitted to Varicent. Except as otherwise expressly set forth herein, all amounts paid under this Agreement are non-refundable. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).

3.3. Taxes. All Fees are exclusive of any sales, use, customs or other duty, tax, and similar levies imposed by any authority resulting from the transactions contemplated by this Agreement ("**Taxes**"). All Taxes (other than taxes on Varicent's net income), and penalties and interest relating thereto, shall be Customer's responsibility. If Customer is required to deduct withholding tax from payments to Varicent in accordance with applicable law, Customer shall promptly send to Varicent the official tax certificate certifying such withholding tax deduction. If a deduction or withholding is so required, Customer shall pay to Varicent such additional amounts as will ensure that the net amount received and retained by Varicent equals the full amount which Varicent would have received had the deduction or withholding not been required.

3.4. Suspension for Nonpayment. Without prejudice to any other right or remedy Varicent may have, if Customer fails to pay any undisputed amounts when due and does not remedy such failure within ten (10) Business Days after the date such amounts were due, Varicent may, without liability, cease performing or making available, as applicable, some or all of the Services, including access to the Cloud Service, until full payment of all undisputed outstanding amounts is received.

3.5. Verification of Use. Varicent shall have the right to monitor Customer's use of the Cloud Service for the purpose of verifying Customer's compliance with this Agreement, including the purchase of sufficient Entitlements.

4. ADDITIONAL SERVICES

4.1. Support Services. Varicent shall provide Customer with technical support for Purchased Cloud Service (the "**Support Services**") in accordance with the terms and conditions set out in the "Support Services Schedule" at: https://www.varicent.com/legal_terms or as otherwise outlined in the applicable Software Schedule. Customer acknowledges that Varicent may modify the Support Schedule from time to time at Varicent's sole discretion to add new Support Service offerings; such modified Schedule shall supersede prior versions provided such modifications shall not materially reduce the Support Services procured by Customer as of the applicable Order Date.

4.2. Professional Services. In the event Customer requests Varicent to provide Professional Services, the provision of thereof shall be governed by the terms and conditions of the Professional Services Schedule at: https://www.varicent.com/legal_terms, which is hereby incorporated by reference in this Agreement.

5. CUSTOMER RESPONSIBILITIES

5.1. Accuracy. Varicent shall have no obligation to check any Customer Data for accuracy, adequacy, or completeness and may assume that all Customer Data uploaded to the Cloud Service or provided to Varicent is accurate, adequate, and complete as submitted.

6. DATA SECURITY AND PROCESSING

6.1. Data Security Standards. Varicent shall use, process, retain, and disclose Customer Data only as necessary for the specific purpose of providing the Cloud Service and in compliance with Varicent's data security standards and procedures set forth at: https://www.varicent.com/legal_terms (the "**Data Security Standards**"). Customer acknowledges that Varicent may modify the Data Security Standards from time to time at Varicent's sole discretion; such modified Schedule shall supersede prior versions provided such modifications shall be, except to the extent required to comply with applicable Law, no less protective of the Customer Data than the Data Security Standards in place as of the Order Date.

7. TERM AND TERMINATION

7.1. Term of Agreement. This Agreement shall be in effect as of the Effective Date and shall continue until all Subscription Terms and Trial Periods, if any, have expired or have been terminated.

7.2. (A) Renewal of Purchased Cloud Services via Order. Unless terminated as provided in this Agreement or either Party provides the other Party with at least thirty (30) days' advance written notice prior to the end of the then-current Subscription Term that it does not wish to renew such Subscription Term, or otherwise specified in an Order, the Purchased Cloud Service will automatically renew for additional one (1) year terms. Renewed Purchased Cloud Services will be subject to the Fees agreed-upon by the Parties in the applicable renewal Order which shall be executed prior to the expiration of the then-current Subscription Term. If the then-current Subscription Term expires and Customer does not immediately and fully comply with Section 7.4, Varicent may at its option convert the Order to a ninety (90) day Subscription Term and issue an invoice for such period which shall be subject to a 30% increase to the then current Fees. The applicable Order shall continue to renew at Varicent's option for consecutive ninety (90) day Subscription Terms and subsequent invoices will be issued until either: (i) a renewal Order is executed between the

Parties; or (ii) Customer provides Varicent with at least thirty (30) days' advance written notice of non-renewal and immediately and fully complies with Section 7.4 following the expiry of the then-current ninety (90) day Subscription Term.

(B) Renewal of Purchased Cloud Services via Online Portal. Unless terminated as provided in this Agreement, Customer's Subscription Term for Symon.AI Purchased Cloud Services shall continue until canceled by Customer for renewal terms equal in length to the original Subscription Term. If Customer does not want a Subscription Term to renew, Customer must cancel it before the end of the Subscription Term by providing written notice to Varicent of such cancellation via Customer's account settings within the Online Portal. If Customer purchases a Subscription Term, Varicent (or its third-party payment processor) will automatically charge Customer each year (or month, as applicable), on the anniversary of the commencement of Customer's Subscription Term, using the payment information Customer has provided, until Customer cancels such Subscription Term. Customer is not entitled to a refund for any Subscription Term that it cancels. If Customer cancels or terminates its Subscription Term, its right to use the Symon.AI Purchased Cloud Services will continue until the end of the then-current Subscription Term and then terminate without further charges.

7.3. Termination by Either Party. Either Party may terminate this Agreement:

- (a) upon written notice if the other Party is in material breach and the breaching Party has failed to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail; or
- (b) with immediate effect by giving written notice to the other Party if the other Party admits in writing its inability to pay its debts as they fall due, suspends or threatens to suspend payment of its debts, applies for or consents to the appointment of a trustee, receiver, or other custodian, makes a general assignment for the benefit of its creditors, or initiates any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law.

7.4. Effect of Termination. Upon the expiration or termination of this Agreement: (a) Customer shall immediately cease all access to and use of the Services and associated Varicent IP and the rights granted in this Agreement shall automatically terminate; (b) Customer shall immediately pay to Varicent all Fees and other amounts due hereunder, including under any outstanding Orders and SOWs; and (c) with respect to Purchased Services (excluding Symon.AI Purchased Cloud Services), Customer shall have a period of thirty (30) days in which to download the Customer Data from the Cloud Service, following which Varicent may delete all Customer Data from the Cloud Service.

7.5. Survival. The termination or expiration of this Agreement will not affect any provisions which by their nature survive termination, Sections 2.3 (Restrictions), 3.2 (Payment), 3.3 (Taxes), **Error! Reference source not found.** (Effect of Termination), **Error! Reference source not found.** (Survival) and 8 (Proprietary Rights) through 13 (Miscellaneous).

8. PROPRIETARY RIGHTS

8.1. Customer Data. As between Customer and Varicent, Customer owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in the Customer Data. Customer hereby grants to Varicent a non-exclusive, worldwide, fully paid up, royalty-free license to, during the Subscription Term and the Trial Period, if applicable, use, reproduce, display, distribute, publish, perform, create derivative works from, process, transmit, provide, and store the Customer Data for the purpose of providing the Services.

8.2. Varicent IP. As between Customer and Varicent, Varicent owns and shall retain all right, title, and interest, including all Intellectual Property Rights, in and to the Software, Services, Varicent's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services, the Usage Data (as defined below), all proprietary information and know-how of Varicent and its licensors incorporated in or used in the provision of the Services, and all updates, modifications, improvements, and derivative works of any of the foregoing (collectively, the "**Varicent IP**"). All use of Varicent's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof. Varicent may only disclose Usage Data in the aggregate and in an anonymized fashion so that it is not possible to identify Customer or any Authorized User. "**Usage Data**" means all metadata and navigational, transactional, computer (e.g., IP address and browser), statistical, analytical, and similar data collected, generated, or derived from the use of the Services by Customer or its Subsidiaries or on their behalf.

8.3. Feedback. Customer grants to Varicent and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, fully paid-up, license to use, copy, modify and distribute, without attribution, including by incorporating into any software or service owned by Varicent, any suggestion, enhancement request, recommendation, correction or other feedback (collectively, "**Feedback**") provided by Customer or users relating to any software or service owned or offered by Varicent. For greater certainty, Customer has no obligation to provide any Feedback to Varicent.

9. REPRESENTATIONS AND WARRANTIES

9.1. By Both Parties. Each Party represents and warrants to the other Party that: (a) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (b) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; (c) its entry into this Agreement and performance hereof shall not result in any breach or default under, and do not conflict with, any agreement, instrument, or understanding, oral or written, to which it is a party; and (d) all of its and its Affiliates' activities under this Agreement shall be performed in compliance with applicable Law.

9.2. By Varicent. Varicent represents, warrants, and covenants that (a) the Cloud Service will perform materially in accordance with the applicable Documentation, (b) it shall use reasonable efforts to scan the Cloud Service for any malicious code, virus, Trojan horse, malware, spyware, adware, worm, or other device, the effect of which is to permit unauthorized access to or disrupt, damage, erase, or otherwise harm, any computer, systems or software or to perform unauthorized actions on a computer system and (c) it shall provide the Services using commercially reasonable care and skill.

9.3. By Customer. Customer represents, warrants, and covenants that (a) it owns all right, title and interest in or has a license to all Customer Data, including Personal Data, and has the right to, and has obtained from all applicable Persons all rights and consents necessary to, grant to Varicent the rights granted in this Agreement, including to use, modify, process and reproduce such Customer Data in connection with the use of the Cloud Service and (b) all designs, specifications, instructions, directions, and Customer Data furnished to Varicent by Customer or their respective Representatives shall comply with all applicable requirements of any licenses between Customer and the licensor of such Customer Data.

9.4. Warranty Disclaimer. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 9, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND VARICENT AND ITS AFFILIATES AND THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, THAT DEFECTS SHALL BE CORRECTED, THAT THE SERVICES SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SERVICES AND THEIR USE SHALL BE UNINTERRUPTED OR ERROR-FREE.

10. INDEMNITY

10.1. If a Third Party asserts a claim against one Party (including its Affiliates or its or their Representatives, the "Indemnified Party") that the other Party (the "Indemnifying Party") has infringed, misappropriated or violated such Third Party's Intellectual Property Rights (an "**Infringement Claim**"), the Indemnifying Party shall defend the Indemnified Party against that Infringement Claim and pay all amounts finally awarded by a court against the Indemnified Party or included in a settlement; provided that the Indemnified Party promptly: (a) notifies the Indemnifying Party in writing (provided the Indemnifying Party's indemnification obligations hereunder shall only be lessened to the extent the Indemnified Party's failure to provide such notice materially impacts the Indemnifying Party's ability to defend against such claim); (b) supplies information requested by the Indemnifying Party; and (c) allows the Indemnifying Party to control, and reasonably cooperates in, the defense and settlement of the Infringement Claim, including mitigation efforts. No settlement may be entered into by the Indemnifying Party on behalf the Indemnified Party without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), unless such settlement contains an unconditional release of the Indemnified Party's liability. If there is an Infringement Claim, Varicent may in its discretion and at no cost to Customer: (i) modify the Cloud Service so that it no longer infringes any Intellectual Property Rights; (ii) obtain a license for Customer's continued use of the Cloud Service; or (iii) terminate this Agreement and refund to Customer any prepaid Fees with respect to the Cloud Service covering the remainder of the Subscription Term after the effective date of termination. Varicent's obligations in this Section 10.1 shall not apply to any actions or claims arising as a result of: (A) Customer's or Authorized Users use of the Cloud Service other than as expressly authorized by this Agreement; (B) the alteration or modification of the Cloud Service by any Person other than by or on behalf of Varicent; or (C) the combination of the Cloud Service with products or services not provided or authorized by Varicent. This Section 10.1 constitutes Varicent's entire liability, and Customer's sole remedy, with respect to the infringement, misappropriation, or violation of Intellectual Property Rights and related claims and actions.

11. EXCLUSIONS AND LIMITATIONS ON DAMAGES

11.1. Exclusion of Certain Damages. EXCEPT FOR: (A) CLAIMS ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 AND (B) CLAIMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF GOODWILL, WORK STOPPAGE, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA, OR BUSINESS LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. Limitation of Liability. EXCEPT FOR: (A) CLAIMS ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10, (B) CUSTOMER'S BREACH OF THE USAGE RESTRICTIONS IN SECTION 2.3 OF THIS AGREEMENT, AND (C) PAYMENT OF FEES, AND (D) CLAIMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY STATEMENT OF WORK, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY USED, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT OR SUCH STATEMENT OF WORK, AS THE CASE MAY BE, IN THE TWELVE (12) MONTHS PRECEDING THE EVENT, ACT OR OMISSION THAT IS THE SUBJECT OF THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 11 APPLY COLLECTIVELY TO VARICENT, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, CONTRACTORS, AND SUPPLIERS.

12. CONFIDENTIALITY

12.1. Confidentiality. “Confidential Information” means any information or materials disclosed to or received by a Party or its Affiliates (the “Recipient”) from or on behalf of the other Party (the “Discloser”) in connection with this Agreement that is marked “confidential” or “proprietary” or would reasonably be understood by the Parties as confidential, including the terms of this Agreement. For the avoidance of doubt, the term Confidential Information does not include Customer Data; the confidentiality and security of Customer Data is addressed in the Data Security Standards.

12.2. Obligations. During the term of this Agreement and for a period of two (2) years thereafter (other than for trade secrets, which shall be indefinite), Recipient shall: (a) hold Discloser’s Confidential Information in confidence using the same degree of care as it uses to protect its own confidential information, but in no event less than a reasonable degree of care; (b) limit disclosure of Discloser’s Confidential Information to its Representatives having a need to know such Confidential Information for the purposes of this Agreement and who are bound to Recipient to protect the confidentiality of such Confidential Information in a manner that affords substantially equivalent protection as that required of Recipient hereunder; and (c) use Discloser’s Confidential Information solely for purposes of this Agreement, in accordance with this Agreement.

12.3. Exclusions. Recipient’s obligations under Section 12.2 shall not apply to information or materials that (a) are or may hereafter be in the public domain (other than through unauthorized disclosure by Recipient); (b) were disclosed or otherwise known to it without any confidentiality obligation prior to disclosure by Discloser hereunder; (c) are lawfully obtained from a third party without confidentiality restriction; or (d) were independently developed by Recipient without reference to or use of Discloser’s Confidential Information.

12.4. Legally Required Disclosures. Recipient shall not be deemed to be in breach of Section 12.2 if it discloses Discloser’s Confidential Information as may be required by law or a court of competent jurisdiction or any governmental or regulatory authority; provided that, to the extent legally permissible, Recipient provides Discloser with prior notice of its intention to make such disclosure and affords Discloser a reasonable opportunity (under the circumstances of any order of a court, government or regulatory authority or other request made upon Discloser) to seek an injunction or other appropriate remedy.

12.5. Return or Destruction of Confidential Information. Upon the expiration or termination of this Agreement or earlier upon Discloser’s written request, Recipient and its Representatives shall, at Recipient’s election, return or destroy all of Discloser’s Confidential Information provided in connection with this Agreement; provided however, that Recipient may retain copies of written or printed Confidential Information of Discloser as is necessary to comply with its own document and information retention policies or as required by applicable Law, in which case, all such retained Confidential Information shall not be used or disclosed for any purpose except as necessary to comply with applicable Law.

13. MISCELLANEOUS

13.1. Injunctive Relief. Either Party’s breach of Section 12, or Customer’s breach of any restrictions set forth in this Agreement on Customer’s use of the Services or Varicent IP, may cause immediate and irreparable harm for which money damages may not constitute an adequate remedy. In such event, the non-breaching Party shall be entitled to injunctive or other equitable relief for any such violation or incident, without proof of actual damages or requirement to post a bond.

13.2. Publicity. In consideration for any pricing discount, Varicent shall have the right to identify Customer as a customer and to use Customer’s logo in connection therewith in Varicent’s marketing materials. Except as set forth in the preceding sentence, neither Party shall use any name, trademark, trade name, service name, or service mark, whether registered or not, of the other Party without the prior written consent of the other Party, unless required by applicable Law.

13.3. Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party; provided however, that Varicent may assign this Agreement to its Affiliates or in connection with the sale of substantially all of its business, whether by the sale of assets, equity, or otherwise. Any assignment or purported assignment in violation of this Section 13.3 is null and void. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

13.4. Varicent Contracting Entity, Governing Law, and Venue—General. The Varicent entity entering into this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

General			
Customer’s domicile	Varicent entity entering into this Agreement	Governing law	Courts with exclusive jurisdiction
United States of America, or Asia or the Pacific region	Varicent US OpCo Corporation	New York and controlling United States federal law	Borough of Manhattan, New York, New York, USA

Canada, Peru, Argentina, Mexico, and other countries within Central or South America or Caribbean	Varicent Canada Opco Ltd.	Province of Ontario and the federal laws of Canada applicable therein	Toronto, Ontario, Canada
Europe (excl. Romania) or Middle East	Varicent UK Opco Limited	England and Wales	London, England
Romania	Varicent ROM Opco S.R.L.	Romania	Bucharest, Romania
Australia or New Zealand	Varicent Australia Opco Pty Ltd.	Australia	Sydney, New South Wales, Australia
Symon.AI Purchased Cloud Services via Online Portal			
Customer's domicile	Varicent entity entering into this Agreement	Governing law	Courts with exclusive jurisdiction
Canada	Varicent Canada Opco Ltd.	Province of Ontario and the federal laws of Canada applicable therein	Toronto, Ontario, Canada
All other locations	Varicent US Opco Corporation	New York and controlling United States federal law	Borough of Manhattan, New York, New York, USA

13.5. Notices. All notices and consents shall be in writing and shall be deemed to be given: (a) when actually received, if delivered personally; (b) two (2) Business Days after the date delivered to a reputable international next-day courier service; or (c) if sent by email, confirmation of receipt. Notices shall be sent to the Parties at their address set forth in the applicable Order or such other address as either Party may indicate by notice to the other Party. Notices to Varicent shall be addressed to the attention of its General Counsel. Notwithstanding the foregoing, any notices that purport to create, amend or incur obligations, terminate this Agreement, any Subscription Term or Entitlements, or any SOW, or provide notice of breach, indemnifiable claim or legal process may not be sent by email. If no Order is applicable to Free Services or Symon.AI Purchased Cloud Services, notice shall be sent to Varicent c/o Varicent Canada Opco Ltd. 4711 Yonge St., Suite 300, Toronto, ON Canada M2N 6K8, with a copy to legal@varicent.com.

13.6. Relationship of the Parties. Varicent is an independent contractor, not Customer's agent, partner or fiduciary, and does not undertake to perform any of Customer's regulatory obligations or assume any responsibility for Customer's business or operations.

13.7. Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Software or the Services. Without limiting the generality of the foregoing, Customer shall not make the Software or the Services available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; or (ii) is listed on any U.S. government list of prohibited or restricted parties.

13.8. Waiver. A Party's failure to exercise, delay in exercising, or partial exercise of a right or remedy provided by this Agreement or applicable Law shall not constitute a waiver of such right or remedy, a waiver of other rights or remedies, or a waiver of the further exercise of such right or remedy.

13.9. Force Majeure. If the performance by a Party (the "Affected Party") of any of its obligations (excluding payment obligations) under this Agreement is prevented, or delayed due to any cause beyond its reasonable control, including, work stoppages, natural disasters, pandemics, catastrophic weather events, fires, riots, accidents, terrorism, war, unavailability of Third Party materials, or outages of power or communications networks (each a "Force Majeure Event"), the Affected Party shall not be liable for such non-performance, or delay as long as the Force Majeure Event and its effects on the Affected Party continue. The Affected Party shall promptly notify the other Party in writing of the Force Majeure Event and the effect on the Affected Party's performance. The Affected Party shall employ commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable.

13.10. Entire Agreement; Amendment.

13.10.1. This Agreement, including all Orders and SOWs, represents the Parties' entire agreement and supersedes all prior agreements, understandings, and representations, written or oral, between the Parties with respect to its subject matter.

13.10.2. Other than Orders and SOWs, no purchase order or other ordering or confirming document or any handwritten or typewritten text which purports to modify or supplement the text of this Agreement shall add to or vary the terms of this Agreement. This Agreement and any SOW and any Order may only be amended by the written agreement of both Parties.

13.11. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid,

legal, and enforceable provision that comes closest to the Parties' intent. The Parties shall negotiate in good faith to agree to a replacement provision that, to the extent possible, achieves the intended commercial result of the original provision.

13.12. Third Party Beneficiaries. Except as expressly set forth in this Agreement, any Person who is not a Party to this Agreement shall not be entitled to any benefit from or to enforce any right under this Agreement.

13.13. Free Services. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that Free Services: (a) may not be supported and may be changed by Varient in its sole discretion at any time, including in a manner which reduces functionality or performance; (b) are not be subject to the same Customer audits as the Purchased Cloud Services unless an audit is stipulated by Law directly applicable to Varient; (c) may be terminated by Varient at any time with immediate effect with or without notice for any reason and without liability to Varient of any kind; (d) are not subject to renewal; (e) are provided without any warranty or indemnification of any kind on the part of Varient; (f) Section 11.2 shall not be applicable, and Varient's liability with respect to the Free Services shall not exceed \$1,000; (g) may be assigned without Customer's prior written consent; and (h) may be subject to additional terms and conditions, such as Varient's web policies. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination or expiration of Customer's access to the Free Services for any reason, provided that if Varient terminates Customer's access to the Free Services, except as required by Law, Varient will provide Customer a reasonable opportunity to retrieve its Customer Data.

EXHIBIT 1 – Definitions

"Affiliate" means, in relation to a Party, any Person that controls, is controlled by, or is under common control with such Party, where "control" means possessing (a) directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of a Person, whether through ownership of voting securities, by contract, or otherwise or (b) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such Person.

"Agreement" means this Agreement, its Exhibits, Schedules, any SOWs and Orders executed by the Parties in connection with the Services relating thereto, and all Attachments and Exhibits of any of the foregoing.

"Authorized User" means Customer's and its Subsidiaries' employees, contractors, and agents (including temporary employees and contract employees) authorized by Customer to access and use the Cloud Service on Customer's or any of its Subsidiaries' behalf.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in New York, New York.

"Cloud Service" means the online, web-based applications of the Software provided by Varicent that are ordered by Customer under an Order executed by the Parties or on the Online Portal with respect to Free Services, if applicable.

"Customer" means the Person identified as "Customer" in the first Order executed by the Parties. With respect to Free Services and Symon.AI Purchased Cloud Services accessed through the Online Portal, Customer shall refer to the individual accepting this Agreement on his or her own behalf, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement.

"Customer Data" means all Records, Personal Data, documents, content, and other data and information uploaded to the Cloud Service by Customer, any of its Subsidiaries, or any Authorized User.

"Data Protection Laws" means the EU General Data Protection Regulation 2016/679 (GDPR), the California Consumer Privacy Act, and any other applicable similar privacy or data protection Laws.

"Data Security Standards" has the meaning given in [Section 6.1](#).

"Documentation" means the documentation for the Cloud Service made available by Varicent to Customer, including training materials and user manuals, which may be amended by Varicent from time to time upon notice to Customer.

"Effective Date" means the date of Customer's acceptance of this Agreement.

"Entitlement" is the method by which Varicent charges for use of the Cloud Service, on a "per Entitlement" basis. What constitutes an "Entitlement" is dependent on the ordered Software for which the Cloud Service is provided, as set forth in the relevant Software Schedule.

"Fees" has the meaning given in [Section 3.1](#).

"Force Majeure Event" has the meaning given in [Section 13.9](#).

"Free Services" means Cloud Services which Varicent makes available to Customer free of charge.

"Intellectual Property Rights" means all patents, copyrights, moral rights, database rights, design rights, and rights in trade secrets and know-how, all other intellectual property and proprietary rights, all other equivalent or similar rights which may arise or exist anywhere in the world, in each case, whether registered or unregistered, and all applications for any of the foregoing rights.

"Law" means all applicable law, statutes, regulations and codes from time to time in force.

"Online Portal" means a portal on <https://www.varicent.com> or other Varicent owned and operated website where Free Services or Symon.AI Purchased Services are made available by Varicent.

"Order" means any order for Services or Entitlements that references this Agreement and is executed by both Parties.

"Party" means each of Varicent and Customer individually and "Parties" means Varicent and Customer collectively.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, self-regulatory organization, regulatory authority, or other governmental authority.

"Purchased Cloud Services" means Cloud Services that Varicent makes available to Customer for a fee.

"Personal Data" means (a) any information that, either alone or in combination with other readily available data, identifies an individual or from which an individual is identifiable, including any name, address, financial information or social security number, and (b) any information that comprises "non-public personal information", "personal information", "personal data" or equivalent term, as such terms are defined in applicable Data Protection Laws.

"Personnel" means a Person's employees, independent contractors, and subcontractors.

"Production Instance" means a configuration of the Cloud Service that provides full productive use of product and any add-ons listed in any Orders.

"Professional Services" means the services to be provided by Varicent or any of its Affiliates to Customer set forth in any SOW.

"Record" means the data that represents any physical or electronic document managed by the Cloud Service, including call detail records, invoices, plans, purchase orders, quotes, receipts, returns, sales orders, schedules, and shipments.

"Representative" means a Person's officers, directors, Personnel, attorneys, accountants, and agents.

"Services" means, collectively, the Cloud Service, the Support Services, and any Professional Services.

"SOW" means a statement of work for the provision of Professional Services by Varicent to Customer executed by both Parties that references this Agreement.

"Software" means the object-code version of Varicent's software programs ordered by Customer in an Order (including any related Varicent application programming interfaces) or on the Online Portal with respect to Free Services, if applicable.

"Software Schedule" has the meaning given in [Section 0](#).

"Subscription Term" means the duration of the period during which Customer is entitled to use the Purchased Cloud Service, as set out in an Order.

"Subsidiary" means, in relation to a Party, any Affiliate that is controlled by such Party where "control" has the meaning given in the definition of "Affiliate".

"Support Services" has the meaning given in [Section 4.1](#).

"Third Party" means a Person other than Varicent, Customer or their respective Affiliates.

"Trial Period" means the duration of the period during which Customer is entitled to use the Free Services, as set out in an Order or the Online Portal.

"Usage Data" has the meaning given in [Section 8.2](#).

"Varicent IP" has the meaning given in [Section 8.2](#).

The following are the specific terms and conditions for the Software entitled “Varicent Incentive Compensation Management” (“**ICM**”) ordered by Customer as a Cloud Service pursuant to the Varicent Cloud Services Agreement (the “**Agreement**”) at <https://www.varicent.com/legal/terms>. Capitalized terms shall have the meanings set forth in the Agreement or elsewhere herein. Unless otherwise indicated, references in this Schedule to Sections means the Sections of this Schedule.

1. DESCRIPTION OF ICM

1.1. Entitlements. Varicent charges for use of ICM and its Add-ons on a per Entitlement basis and based on the ICM Package purchased by Customer as described in Section 1.3 below. The Entitlements for ICM are outlined in the subsections below. Customer shall procure sufficient quantities of the following types of Entitlements for its actual use of the Cloud Service:

- (a) “**Payee**”. Unless otherwise agreed-upon in an Order, this Entitlement is defined as an individual who is actively participating in one or more programs and is managed or tracked by Customer or any of its Subsidiaries using the Cloud Service.
- (b) “**Add-on**”. Each optional add-on which may be added to Customer’s ICM Package shall be considered an Entitlement. The potential Add-ons available to Customer are listed in Section 1.4 below.

Each type of Payee set out above shall have either a Growth, Business or Premier designation depending on the ICM Package purchased. A Payee must be designated as an Authorized User by Customer in order to access the Cloud Services. For clarity, the phrase “actively participating” or “active” means that such Payee is included in tables within the Cloud Service offering calculation capabilities; as of February 2023, such table is the System Effective Dated Payee Table. Customer may remove or replace inactive Payees with active Payees at any time without requiring the purchase of additional Entitlements provided Customer does not exceed the number of Entitlements set forth in an Order. Additional Payees may be added at any time upon the Parties’ execution of an Order.

1.2. Description and Base. ICM automates the process of calculating, reporting, and administering variable-based pay, such as sales commissions and bonus programs, in a SaaS environment. The base Fee for each ICM Package includes:

- (a) An administrative client that is used to build compensation plan logic, construct reports, and configure aspects of the Cloud Service;
- (b) One Administrative User per twenty-five (25) standard Payees purchased by the Customer. An “Administrative User” is an Authorized User who partakes in the creation and/or ongoing administration of incentive compensation plans on Customer’s or any of its Subsidiaries’ behalf and accesses the Cloud Service through the administrative client.
- (c) A web portal through which sales representatives, operations staff, and managers can obtain Documentation and Support Services, and perform certain functions through a web interface (for example, approving a compensation plan document before it is sent to an employee).

1.3. ICM Packages. In addition to what is included in the base Fee as described in Section 1.2, Customer shall subscribe for an ICM Package in the Order for the Cloud Service, based on the features for such ICM Package as described in Appendix 1 below.

1.4. Optional Add-Ons and Premiums. The following offerings are Add-ons available for an additional charge as outlined in the applicable Order.

- (a) **Additional Administrative Users.** Each such Add-on provides one (1) Administrative User over and above the default amount allocated to the Customer under Section 1.2.
- (b) **Payee (Non-standard, Bonus-Based or Non-Transactional).** Unless otherwise agreed-upon in an Order, this Add-on is defined as an individual who is actively participating in one or more programs and is managed or tracked by Customer or any of its Subsidiaries using the Cloud Service for non-standard purposes, such as bonus based variable compensation on a fixed time, management-based objectives, or infrequent active participation in one or more programs.
- (c) **Additional Production Instance on Cloud.** Each such Add-on provides one (1) Production Instance of the Cloud Service over and above the default amount allocated under Customer’s ICM Package.
- (d) **Additional Non-Production Instance on Cloud.** Each such Add-on provides one (1) Non-Production Instance (as defined in Appendix 1 below) of the Cloud Service over and above the default amount allocated under Customer’s ICM Package.
- (e) **Additional Scenario Modeling Environment.** Each such Add-on provides one (1) Non-Production Instance of the Cloud Service which is specifically configured for scenario modelling purposes.
- (f) **Additional Data Volume.** This Add-on provides five (5) additional million Record Lines (as defined in Appendix 1 below) of Customer Data volume in the Cloud Service.
- (g) **Single Tenancy.** This Add-on provides Customer with a dedicated database server in a single Relational Database System (as defined below) dedicated to Customer.
- (h) **Data History Premium on Cloud.** This Add-on provides one (1) additional year of data retention on Customer’s behalf, in excess of the data retention period under the applicable ICM Package.

- (i) **Varicent Extract Load Transform (“ELT”)**. Varicent ELT is an Add-on powered by Varicent’s proprietary Symon.AI augmented intelligence solution which helps users connect, cleanse and join data to automate data tasks and forecast results through the use of data science. This offering is geared for customers who wish to leverage an automated process by which raw data is extracted from one or multiple data sources, loaded into Varicent’s Symon.AI database and transformed into information which can be analyzed. Transformed Customer Data may be subsequently exported to Varicent ICM or to a Third Party product. Customer shall be provided with a base five (5) ELT-specific Authorized User accounts who can partake in the creation and/or ongoing administration of analyses on Customer’s or any of its Subsidiaries’ behalf, with additional accounts enabled upon written Customer request. The number of Entitlements required for this Add-on is directly related to the number of compensation program participants within Customer’s organization.
- (j) **Varicent AI**. Varicent AI is an Add-on powered by Varicent’s proprietary Symon.AI augmented intelligence solution. Varicent AI includes all the features of Varicent ELT plus additional connectors. Customer shall be provided with a base five (5) AI-specific Authorized User accounts who can partake in the creation and/or ongoing administration of analyses on Customer’s or any of its Subsidiaries’ behalf, with additional accounts enabled upon written Customer request. The number of Entitlements required for this Add-on is directly related to the number of compensation program participants within Customer’s organization.
- (k) **VIP Support**. VIP Support is offered by ICM in three packages detailed in the Support Services Schedule. ICM Customers may purchase a VIP Support package as an Add-on.

2. ADDITIONAL ACCESS AND USE OF THE CLOUD SERVICE TERMS

2.1. In addition to Section 2 (Access to and Use of the Cloud Service) of the Agreement, Varicent shall provide Customer with the ability to designate one (1) Administrative User account as a master administrator account for the Cloud Service (an “**Master Admin Account**”). Customer is responsible for: (a) creating accounts for its Authorized Users; (b) all activities that occur under Authorized Users’ accounts; (c) maintaining the security and confidentiality of all usernames and passwords for each Authorized User account; and (d) any loss or damage suffered by Customer or Varicent as a result of Customer’s, any of its Subsidiaries’, or any Authorized User’s failure to adequately safeguard any such account information. Customer shall promptly notify Varicent of any unauthorized use of any username, password, or account or any other known or suspected breach of security.

3. CERTIFICATIONS

3.1. Varicent is subject to the following annual certifications of compliance in respect of the Cloud Service:

- (a) ISO 27001
- (b) SOC 2
- (c) SOC 1 (save and except for Varicent ELT and Varicent AI Add-ons)

4. SUBPROCESSORS

4.1. Subprocessors for the Cloud Services are outlined below. Alternate locations for Third Party Subprocessors may be requested by Customer in the applicable Order. Varicent may add additional hosting and processing locations in accordance with the Data Security Standards.

Subprocessor	Nature and Purpose of Processing	Region
Amazon Web Services	Infrastructure provider for cloud hosting services and storage.	United States (Default) European Union (Alternate) Canada (Alternate—not available for Varicent ELT and Varicent AI Add-Ons)
Varicent Affiliates: Varicent Canada Opco Limited Varicent US Opco Corporation Varicent UK Opco Limited Varicent ROM Opco SRL Varicent Australia Opco Pty Ltd	Support Services	Canada, Romania, Australia, United Kingdom
	Professional Services	Canada, Romania, Australia, United States, United Kingdom and/or such other locations as agreed-upon in the applicable SOW

5. MARKETPLACE APPS

5.1. **Customer Use of Marketplace Apps**. Symon.AI powered Add-ons contain an online marketplace wherein Customer can access certain Free Services applications which do not form part of the Cloud Service and are subject to additional terms and conditions (“**Marketplace Apps**”). Save and except for business contact information which forms part of an individual’s account, no Personal Data or any sensitive data (such as data which requires a high degree of protection by law or which, if made public, could expose individuals to a risk of physical harm, fraud, or identity theft) may be uploaded to a Marketplace App.



**SOFTWARE SCHEDULE:
VARICENT INCENTIVE COMPENSATION MANAGEMENT**

Any use by Customer of Third Party web sites, products or services linked to within a Marketplace App is solely between Customer and the applicable Third Party provider. The Cloud Service for Symon.AI powered Add-ons may contain features designed to interoperate with Marketplace Apps. Varient cannot guarantee the continued availability of such features or Marketplace Apps and may cease providing them at any time without entitling Customer to any refund, credit or other compensation in relation thereto.

APPENDIX 1

Outlined below are the key features which differentiate the three ICM Packages available for Customer purchase. Purchased Add-ons may supplement the features outlined below.

FEATURES	ICM PACKAGES		
	GROWTH	BUSINESS	PREMIER
Scale Across Environments			
Included Administrative Users	1 per 25 Standard Payees		
Included Instances	1 Production 1 Non-Production	1 Production 1 Non-Production 1 Scenario-Modeling	1 Production 2 Non-Production 1 Scenario-Modeling
Data Volume	1M	10M	25M
Tenancy	Multi-Tenant (Single Tenancy Add-on Available)		
Data Retention	5 Years	7 Years	7 Years
Recovery Time Objective	5 Days	24 Hours	12 Hours
Response Time Service Level Objectives			
Severities 1 - 4	Growth SLO*	Business SLO*	Premier SLO*
Apply Advanced Analytics			
Varicent ELT			✓

* Specific hours detailed in the Support Services Schedule

ADDITIONAL DEFINITIONS FOR APPENDIX 1

Data Retention means the number of years for which Customer Data will be retained by Varicent, managed on a rolling timeline.

Data Volume means the total number of Record Lines processed by the ICM during each month. A “**Record Line**” is a line item (row) from an .xml, .csv, or like file record from a physical or electronic document newly loaded or processed by the ICM. For clarity, a daily count of newly generated record lines is used and purged data that is then re-imported is considered a new record.

Multi-Tenant means each Customer ICM model will be stored in a dedicated database in a shared Relational Database System with other Varicent customers. A “**Relational Database System**” is a collection of individual databases that store Varicent customer data and Varicent ICM configurations.

Non-Production Instance means a configuration of the Cloud Service whose use is restricted to Customer’s non-production activities, including testing, performance tuning, fault diagnosis, benchmarking, staging, quality assurance, and developing internally used additions or extensions to the Cloud Service using published application programming interfaces. Customer, its Subsidiaries, and Authorized Users shall not, and shall not permit or authorize any Person, directly or indirectly, to use any Non-Production Instance for any production activities.

Response Time Service Level Objectives (SLO) refers to the timelines within which Varicent will provide a response to Severity 1, 2, 3 and 4 tickets, as outlined in more details in the Support Services Schedule.

Recovery Time Objective means the number of days by which Varicent will restore the Customer’s access to the Cloud Service in the event of a Force Majeure Event.

The following are the specific terms and conditions for the Software entitled “Varicent Sales Planning” (“**Varicent SP**”) ordered by Customer as a Cloud Service pursuant to the Varicent Cloud Services Agreement (the “**Agreement**”) at <https://www.varicent.com/legal/terms>.

1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this Schedule or elsewhere in the Agreement.

2. DESCRIPTION OF VARICENT SP CLOUD SERVICE

2.1. Varicent charges for use of Varicent SP on a “per Entitlement” basis. What constitutes a single “**Entitlement**” for Varicent SP is described below. Customer shall purchase sufficient Entitlements for its intended and actual use of the Cloud Service. Additional Entitlements may be added at any time upon the Parties’ execution of an Order for such Entitlements.

2.2. VARICENT SP. The Cloud Service for Varicent SP is Varicent’s territory and quota planning offering that provides users the ability to plan and organize their sales deployment models. It allows users to plan territories and quotas easily to align with the organization’s go-to-market strategy. The Cloud Service for Varicent SP includes access to the Varicent SP web application.

2.2.1. Persons on Quota. One Entitlement per Person on Quota. A “Person on Quota” is a Person who is being managed or tracked by Customer, or any of its Subsidiaries, using the Cloud Service. Customer may authorize eligible individual Persons on Quota to be Authorized Users.

3. ADDITIONAL ACCESS AND USE OF THE CLOUD SERVICE TERMS

3.1. In addition to Section 2 (Access To and Use of the Cloud Service) of the Agreement, Varicent shall provide Customer with:

3.1.1. Authorized User accounts for the Cloud Service for Varicent SP as set out in Section 2.2.1 above;

3.1.2. Two (2) Symon.AI Administrative User accounts in relation to Varicent’s Software titled “Symon.AI” (“Symon.AI”) to the extent integrated with Varicent SP. A “Symon.AI Administrative User” is an Authorized User who partakes in the creation and/or ongoing administration of analyses and shall be considered an Entitlement with respect to Symon.AI; these shall be available only until such relevant aforementioned features of Symon.AI are integrated with the SP Cloud Service. The Cloud Service for Symon.AI is Varicent’s Augmented Intelligence offering to discover meaningful patterns in complex and sophisticated sales systems. It allows Authorized Users to connect, cleanse and join data to automate data tasks without the need for code, provides applications to everyday sales performance questions, and forecast results, find outliers and predict outcomes using data science.

3.2. Customer is responsible for: (a) all activities that occur under the Authorized Users’ accounts; (b) maintaining the security and confidentiality of all user names and passwords for the Authorized User account; and (c) any loss or damage suffered by Customer or Varicent as a result of Customer’s, any of its Subsidiaries’, or any Authorized User’s failure to adequately safeguard any such account information. Customer shall promptly notify Varicent of any unauthorized use of any user name, password, or account or any other known or suspected breach of security.

3.3. Customer agrees that Customer Data that is exported from Varicent SP to another Varicent Software product shall be governed only by the terms and conditions of the Software Schedule for the product in which the data is stored. Furthermore, Customer acknowledges and agrees that Varicent’s assistance with the transfer of Customer Data to another Varicent Software product, by automatic means or manually at Customer’s direction, is compliant with Varicent’s obligations in the Agreement and the license in Section 8.1 therein.

4. CERTIFICATIONS

4.1. Varicent is subject to the following annual certifications of compliance in respect of the Varicent SP Cloud Service (formerly known as Varicent TQP):

(a) ISO 27001

(b) SOC 2

5. THIRD PARTY SUBPROCESSORS

5.1. Subprocessors for the Cloud Services are outlined below. Alternate locations for Third Party Subprocessors may be requested by Customer in the applicable Order. Varicent may add additional hosting and processing locations in accordance with the Data Security Standards.

Subprocessor	Nature and Purpose of Processing	Region
Amazon Web Services	Infrastructure provider for cloud hosting services and storage.	United States (Default) European Union (Alternate)
Varicent Affiliates: Varicent Canada OpCo Limited Varicent US OpCo Corporation Varicent UK OpCo Limited Varicent ROM OpCo SRL Varicent Australia OpCo Pty Ltd	Support Services	Canada, Romania, Australia
	Professional Services	Canada, Romania, Australia, United States, United Kingdom and/or such other locations as agreed-upon in the applicable SOW

6. MARKETPLACE APPS

6.1. Customer Use of Marketplace Apps. The Symon.AI Cloud Service contains an online marketplace wherein Customer can access certain Free Services applications which do not form part of the Cloud Service and are subject to additional terms and conditions (“Marketplace Apps”). Save and except for business contact information which forms part of an individual’s account, no Personal Data or any sensitive data (such as data which requires a high degree of protection by law or which, if made public, could expose individuals to a risk of physical harm, fraud, or identity theft) may be uploaded to a Marketplace App. Any use by Customer of Third Party web sites, products or services linked to within a Marketplace App is solely between Customer and the applicable Third Party provider. The Cloud Service may contain features designed to interoperate with Marketplace Apps. Varicent cannot guarantee the continued availability of such features or Marketplace Apps and may cease providing them at any time without entitling Customer to any refund, credit or other compensation in relation thereto.

The following are the specific terms and conditions for the Software entitled “Varicent Seller Insights” (“**Seller Insights**”) ordered by Customer as a Cloud Service pursuant to the Varicent Cloud Services Agreement (the “**Agreement**”) at <https://www.varicent.com/legal/terms>.

1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this Schedule or elsewhere in the Agreement.

2. DESCRIPTION OF CLOUD SERVICE

2.1. Varicent charges for use of Seller Insights on a “per Entitlement” basis. What constitutes a single “**Entitlement**” for Seller Insights is described below. Customer shall purchase sufficient Entitlements for its intended and actual use of the Cloud Service. Additional Entitlements may be added at any time upon the Parties’ execution of an Order for such Entitlements.

2.2. Seller Insights. Varicent Seller Insights is an offering powered by Varicent’s proprietary Symon.AI augmented intelligence solution which provides clients the ability to plan and organize their sales deployment models. The product allows users to gain insights into their territories and pathway to achieving quota. The Cloud Service for Seller Insights includes access to its web application.

2.2.1. Persons on Quota. One Entitlement per Person on Quota. A “Person on Quota” is a Person who is being managed or tracked by Customer, or any of its Subsidiaries, using the Cloud Service. Customer may authorize eligible individual Persons on Quota to be Authorized Users.

3. ADDITIONAL ACCESS AND USE OF THE CLOUD SERVICE TERMS

3.1. Customer is responsible for: (a) all activities that occur under the Authorized Users’ accounts; (b) maintaining the security and confidentiality of all user names and passwords for the Authorized User account; and (c) any loss or damage suffered by Customer or Varicent as a result of Customer’s, any of its Subsidiaries’, or any Authorized User’s failure to adequately safeguard any such account information. Customer shall promptly notify Varicent of any unauthorized use of any user name, password, or account or any other known or suspected breach of security.

4. CERTIFICATIONS

4.1. Varicent is subject to the following annual certifications of compliance in respect of the Cloud Service:

- (a) ISO 27001
- (b) SOC 2

5. THIRD PARTY SUBPROCESSORS

5.1. Subprocessors for the Cloud Services are outlined below. Alternate locations for Third Party Subprocessors may be requested by Customer in the applicable Order. Varicent may add additional hosting and processing locations in accordance with the Data Security Standards.

Subprocessor	Nature and Purpose of Processing	Region
Amazon Web Services	Infrastructure provider for cloud hosting services and storage.	United States (Default) European Union (Alternate)
IBM*	Infrastructure provider for cloud hosting services and storage.	United States (Default) European Union (Alternate)
Varicent Affiliates: Varicent Canada OpCo Limited Varicent US OpCo Corporation Varicent UK OpCo Limited Varicent ROM OpCo SRL Varicent Australia OpCo Pty Ltd	Support Services	Canada, Romania, Australia, United Kingdom
	Professional Services	Canada, Romania, Australia, United States, United Kingdom and/or such other locations as agreed-upon in the applicable SOW

*Only available for those Customers whose Varicent ICM instance is already hosted on IBM

The following are the specific terms and conditions for the Software entitled “Symon.AI” (“**Symon.AI**”) ordered by Customer as a Cloud Service pursuant to the Varicent Cloud Services Agreement (the “**Agreement**”) at https://www.varicent.com/legal_terms.

1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this Schedule or elsewhere in the Agreement.

- 1.1. “Central Processing Unit” has the meaning as set out in the Documentation.
- 1.2. “Marketplace” means the online marketplace where Varicent makes available Marketplace Apps; the Marketplace does not form part of the Cloud Service.
- 1.3. “Marketplace App” means an application that Varicent makes available to Customer through the Marketplace.
- 1.4. “Marketplace App Terms” means the terms and conditions associated with and contained within a specific Marketplace App.

2. DESCRIPTION OF SYMON.AI CLOUD SERVICE

2.1. Symon.AI. The Cloud Service for Symon.AI is Varicent's Augmented Intelligence offering to discover meaningful patterns in complex and sophisticated sales systems. It allows users to connect, cleanse and join data to automate data tasks without the need for code, provides applications to everyday sales performance questions, and forecast results, find outliers and predict outcomes through the use of data science. Such Cloud Service includes access to the Symon.AI web application.

2.2. Free Services. Free Services provided through the Online Portal shall have the associated description and Entitlements outlined therein.

2.3. Purchased Cloud Services. Varicent charges for use of Symon.AI Cloud Services on a “per Entitlement” basis. What constitutes a single “Entitlement” for Symon.AI’s components is described below. Customer must obtain a sufficient number of the following Entitlements in order to use the Cloud Service.

2.3.1. Symon.AI Administrative Users. One Entitlement per Symon.AI Administrative User. A “Symon.AI Administrative User” is an Authorized User who partakes in the creation and/or ongoing administration of analyses.

2.4 Proactive Support. Customer acknowledges that should Varicent detect any errors or issues in the Cloud Services’ functionality or features, Varicent is entitled to access the Cloud Service and Process Customer Data therein to the extent necessary to resolve such error or incident notwithstanding that no support ticket has been issued.

3. ADDITIONAL ACCESS AND USE OF THE CLOUD SERVICE TERMS

3.1. In addition to Section 2 (Access To and Use of the Cloud Service) of the Agreement, Varicent shall provide Customer with all Symon.AI Authorized User accounts for the Symon.AI Purchased Cloud Service. Customer is responsible for: (a) all activities that occur under the Symon.AI Authorized Users’ accounts; (b) maintaining the security and confidentiality of all usernames and passwords for the Symon.AI Authorized User account; and (c) any loss or damage suffered by Customer or Varicent as a result of Customer’s, any of its Subsidiaries’, or any Authorized User’s failure to adequately safeguard any such account information. Customer shall promptly notify Varicent of any unauthorized use of any username, password, or account or any other known or suspected breach of security.

4. SYMON.AI CERTIFICATION

- 4.1. Varicent is subject to the following annual certifications of compliance in respect of the Cloud Service for Symon.AI:
 - (a) ISO 27001
 - (b) SOC 2

5. SUB/PROCESSORS

5.1. The Sub/processors for the Cloud Service are outlined below. Alternate locations may be requested by Customer in the applicable Order if applicable. Varicent may add additional hosting and processing locations in accordance with the Data Security Standards.

Subprocessor (SP) /Processor (P)	Nature and Purpose of Processing	Region
Amazon Web Services (SP)	Infrastructure provider for cloud hosting services and storage.	United States (Default) European Union (Alternate if Customer selects European instance at the time of account sign-up)

Stripe (P)	Provision of authorized payments for Customers with Purchased Cloud Services.. By using Symon.AI Purchased Cloud Services Customer agrees to be bound by Stripe's Services Agreement, available at stripe.com/us/legal , as applicable to Customer.	United States https://stripe.com/privacy-center/legal#data-processing-agreement
Varicent Affiliates (SP): Varicent Canada OpCo Limited Varicent US OpCo Corporation Varicent UK OpCo Limited Varicent ROM OpCo SRL Varicent Australia OpCo Pty Ltd	Support Services	Canada, Romania, Australia
	Professional Services	Canada, Romania, Australia, United States, United Kingdom and/or such other locations as agreed-upon in the applicable SOW

6. **MARKETPLACE**

6.1. Customer Use of Marketplace Apps. Notwithstanding anything outlined in the Agreement, Marketplace Apps are a Free Service and are subject to the associated Marketplace App Terms. Save and except for business contact information which forms part of an individual's account, no Personal Data or any sensitive data (such as data which requires a high degree of protection by law or which, if made public, could expose individuals to a risk of physical harm, fraud, or identity theft) may be uploaded to a Marketplace App. Any use by Customer of Third Party web sites, products or services linked to within a Marketplace App is solely between Customer and the applicable Third Party provider. The Cloud Service for Symon.AI may contain features designed to interoperate with Marketplace Apps. Varicent cannot guarantee the continued availability of such Cloud Service features or Marketplace Apps, and may cease providing them at any time without entitling Customer to any refund, credit or other compensation in relation thereto.

The following are the specific terms and conditions for the provision of Support Services by Varicent to Customer pursuant to the Varicent Cloud Services Agreement at https://www.varicent.com/legal_terms (the “**Agreement**”). Capitalized terms shall have the meanings set forth in the Agreement or elsewhere herein. Unless otherwise indicated, references in this Schedule to Sections means the Sections of this Schedule.

1. AVAILABILITY

1.1. Availability. With respect to each Production Instance, “**Available**” means that such Production Instance is available to Customer for use. Each Production Instance shall be Available 24 hours a day, 7 days a week, 365 days a year at least ninety-nine point nine percent (99.9%) of the time in any given calendar month. Availability shall be calculated as follows for each calendar month:

$$\frac{(\text{total \# of minutes in the month}) - (\text{total \# of minutes of Unexcused Downtime})}{(\text{total \# of minutes in the month})} \times 100 = \% \text{ Availability}$$

“**Downtime**” means any time period during which the Cloud Service is not Available.

Availability shall be expressed to one decimal point with the decimal place rounded up or down to the nearest one-tenth of a percentage point. Availability applies only to Production Instances. Downtime is measured from the time Customer opens a Support Ticket with Varicent for such Downtime until the time the Availability of the affected Production Instance is restored. A “**Support Ticket**” means any request for Support Services or notification of Downtime submitted through Varicent’s support ticketing system.

1.2. Scheduled Maintenance. “**Scheduled Maintenance**” means planned Downtime, including for server and network maintenance to replace or repair components and Software upgrades (such as, new Software releases, Software patches, bug fixes and upgrades). Unless otherwise notified by Varicent, regularly Scheduled Maintenance¹ for its Incentive Compensation Management Software shall occur only on the third (3rd) Saturday of each month, during the hours of 8:00am - 4:00pm, Eastern Time. Varicent shall use commercially reasonable efforts to notify Customer in advance of any additional Scheduled Maintenance.

1.3. Excused Downtime. If unscheduled Downtime is due to: (a) a Force Majeure Event affecting Varicent and Varicent is in full compliance with its obligations under Sections 6.5 and 6.6 (Backup and Disaster Recovery) of the Data Security Standards Schedule and Section 6.1 (Data Security Standards) of the Agreement; (b) the performance of emergency maintenance; or (c) any of the circumstances described in Section 4 (Exclusions) below, such Downtime shall be considered “**Excused Downtime**” and any Downtime that is not Excused Downtime shall be considered “**Unexcused Downtime**”.

1.4. Service Level Credits. If Varicent fails to meet the Availability set forth in Section 1.1 in any calendar month, Varicent shall credit to Customer on its next invoice for the Cloud Service a “**Service Level Credit**” in an amount equal to the applicable percentage set forth in the table below of the monthly portion of the total Fees payable by Customer for the Cloud Service. In order to receive a Service Level Credit, Customer must submit a Support Ticket for failure to meet the Availability set forth in Section 1.1 no later than three (3) Business Days after the end of the calendar month in which such failure occurred.

Availability	Service Level Credit
Less than 99.9%	2%
Less than 99%	5%
Less than 95%	10%

2. TECHNICAL SUPPORT

2.1. Scope of Support. Technical support is provided as part of the Fees for the Cloud Service and includes:

2.1.1. Self Help: Self Help Knowledge Base, Community Sharing, and other self-help options (e.g., help forums within the Cloud Service);

2.1.2. Support: Phone, chat, and Support Ticket support;

2.1.3. Ability to Set Ticket Severities: Customer may, acting reasonably, choose the Severity Level for each Support Ticket from the four (4) Severity Levels set forth in Section 2.1.4;

2.1.4. Response Time Service Level Objectives (“SLOs”): Varicent shall use commercially reasonable efforts to provide Customer initial responses on all Support Tickets within the SLOs set forth in the table below. For the avoidance of doubt, the SLOs described below are targets and not a guarantee of performance. Response times commence as of the time that Varicent receives the Support Ticket from Customer. “**Support Service Hours**” means Business Days, 9:00am-5:00pm in Customer’s time zone (based on Customer’s address in the relevant Order). All Varicent Cloud Services by default are subject

¹ For Varicent’s Incentive Compensation Management software only.

to Growth SLO. Incentive Compensation Management (“ICM”) Customers may purchase an ICM Package which entitles them to Business or Premier SLOs.

Severity Level	Severity Description	Growth SLO	ICM Only		Response Time Coverage
			Business SLO	Premier SLO	
1	<i>Critical business impact/service down:</i> The Cloud Service is not Available or all critical features and functionality of the Cloud Service are not functioning.	Within 1 Hour	Within 45 Minutes	Within 30 Minutes	24x7x365
2	<i>Significant business impact:</i> A feature or function of the Cloud Service is severely restricted in its use, resulting in a significant impact on Customer’s business operations. Customer is in jeopardy of missing business deadlines.	Within 90 Minutes	Within 1 hour	Within 45 Minutes	24x7x365
3	<i>Minor business impact:</i> A feature or function of the Cloud Service is not performing in accordance with the Documentation but does not result in a critical impact on Customer’s business operations.	Within 2 Support Service Hours	Within 90 Support Service Minutes	Within 1 Support Service Hour	24x5
4	<i>Minimal business impact:</i> An inquiry or non-technical request.	Within 3 Support Service Hours	Within 2 Support Service Hours	Within 2 Support Service Hours	24x5

2.2. VIP Support. VIP Program Support, available for an additional annual Fee during the Subscription Term, is for customers who would like to maximize benefits of the Cloud Service through a dedicated champion assigned to their account who provides regular oversight, identifies opportunities for enhancing operational performance and stability, and leverages improvements associated with each Cloud Services release. Support can be purchased in one of the following packages:

2.2.1. Essential VIP Support. Essential VIP Support includes the following activities which shall be performed in collaboration with Customer:

- i. *Monthly.* Technical Account Manager (“TAM”) champion shall analyze and review with Customer the Cloud Service system performance, platform metrics, usage reporting, and account-wide support ticket management and related status updates.
- ii. *Quarterly.* TAM champion shall review with Customer the impact and potential optimization of new Cloud Service features and bug fixes in an account-specific manner. Varicent shall share product roadmaps so that decisions regarding Cloud Services upgrades and migration plans can be made by Customer in a forward-thinking manner. As appropriate, dedicated TAM shall internally advocate for product features which may benefit Customer’s organization. Customer may also leverage TAM to assist with data model modernization initiatives. Essential VIP Support includes thirty (30) hours of the foregoing activities per Subscription Term quarter (“Quarterly Customer Directed Hours”). Quarterly Customer Directed Hours expire at the end of their applicable quarter, provided Customers receiving Essential VIP Support may rollover up to ten percent (10%) of any unused Quarterly Customer Directed Hours into the subsequent Subscription Term quarter only.
- iii. *Annual.* TAM champion shall support Customer from an administrative and maintenance perspective by providing insights regarding model clean-up and organization, change management, and process improvements. Customer shall also receive a holistic Cloud Services performance assessment touching on model performance, areas of improvement for calculation time and scalability of product adoption.
- iv. *Ongoing.* Throughout the year, TAM champion shall help Customer enable established product and architecture best practices, provide ad hoc guidance with respect to new product functionality, and review designs for Customer’s proposed model changes. Upon request the dedicated TAM may also act as a general Support Services team liaison and assist with issue investigation, root cause analysis, and resolution.

2.2.2. Enhanced VIP Support. In addition to all Essential VIP Support features, Enhanced VIP Support includes fifty (50) additional Quarterly Customer Directed Hours, for a total of eighty (80) hours. Quarterly Customer Directed Hours expire at the end of their applicable quarter, provided customers receiving Enhanced VIP Support may rollover up to ten percent (10%) of any unused Quarterly Customer Directed Hours into the subsequent Subscription Term quarter only.

2.2.3. Elite VIP Support. Elite VIP Support includes all Essential VIP Support features but includes a custom number of total Quarterly Customer Directed Hours identified in the applicable Order. Quarterly Customer Directed Hours expire at the end of their applicable quarter, provided Customers receiving Elite VIP Support may rollover up to ten percent (10%) of any unused Quarterly Customer Directed Hours into the subsequent Subscription Term quarter only.

3. SUPPORT PROCESS

3.1. Support Hours. Varicent shall provide Support Services for Severity 1 Support Tickets twenty-four hours a day, seven days a week (24x7). Varicent shall provide all other Support Services during the Support Service Hours.

3.2. Process.

3.2.1. All requests for Support Services shall be submitted by Customer through Varicent's Support Ticket system. Each Support Ticket shall have a unique case number assigned to it which shall be referenced by both Parties in all correspondence regarding that Support Ticket. Varicent shall use commercially reasonable efforts to reproduce and diagnose all Support Tickets and correct all issues that it is able to reproduce.

3.2.2. If Customer needs to open a Severity 1 Support Ticket, Customer shall (a) create a Support Ticket and set its Severity Level to "Sev 1 – Critical Impact/Service Down" or (b) email support@varicent.com and put "Sev1" in the subject line, which shall generate an alert to the Varicent Support Services team.

3.2.3. If Customer would like to speak directly to a Varicent Support Services team member, Customer shall send an email to support@varicent.com with "call me" in the subject line and a Varicent Support Services team member shall call Customer.

3.3. Customer Assistance. Customer shall promptly provide Varicent with reasonable assistance in determining the source of and resolving Support Tickets. Such assistance shall include, upon Varicent's request, allowing Varicent to remotely access the Customer's instances of the Cloud Service and sending information or system data to Varicent.

4. EXCLUSIONS

Notwithstanding anything to the contrary in this Schedule, Varicent shall have no obligation to provide, and the Support Services expressly exclude, issues arising from: (a) Customer's, its Subsidiaries', or any Authorized User's use of any systems that do not comply with the system requirements in the Documentation; (b) networks, systems, hardware, equipment, or software not provided by Varicent that are installed on or used in connection with the Customer's systems; (c) Customer's, any of its Subsidiaries', or any Authorized User's negligence, operator error, or use of the Cloud Service other than in accordance with the Agreement and Documentation; (d) Customer's, any of its Subsidiaries', or any Authorized User's failure to secure login and password information or otherwise safeguard the Cloud Service against unauthorized access through Customer's or its Authorized Users' accounts; (e) Customer's system management or system administration duties, including connectivity issues caused by corporate networking (firewalls, proxies, etc.); or (f) Customer's failure to comply with Section 3.3.

The following are the terms and conditions for the provision of Professional Services by Varicent to Customer pursuant to the Varicent Cloud Services Agreement (the “**Agreement**”) at https://www.varicent.com/legal_terms. Capitalized terms shall have the meanings set forth in the Agreement or elsewhere herein.

1. PROVISION OF PROFESSIONAL SERVICES

1.1. Provision. Varicent shall provide the Professional Services in accordance with the applicable SOW, this Schedule and the Agreement. Varicent shall have no obligation to commence any Professional Services unless and until an SOW for such services has been executed by both Parties. Customer agrees that Varicent may engage Third Party subcontractors in addition to its Affiliates to perform the Professional Services as outlined in a SOW or agreed-upon in writing with Customer.

1.2. Compliance with Customer Policies. While onsite at Customer’s facilities or accessing Customer’s networks or the Customer Systems, Varicent shall comply with, and require its Personnel to comply with, all applicable safety, security, and other rules and procedures of Customer provided by Customer to Varicent in writing in advance (“**Customer Policies**”). “**Customer Systems**” means the networks systems, and workstations from which Customer and its Authorized Users access and use the Cloud Service.

1.3. Fees and Payment. For the purposes of the Agreement, all fees set forth in each SOW shall be deemed “**Professional Services Fees**”.

2. CHANGE ORDERS

If either Party wishes to make any changes to an SOW, it shall notify the other Party in writing and Varicent shall prepare a “Change Order”. If Customer approves the Change Order, the SOW shall be amended to include such Change Order upon both Parties’ execution thereof; otherwise, the Professional Services shall continue pursuant to the original SOW. Customer acknowledges that modifications made in a Change Order may result in additional Professional Services Fees which will be charged in accordance with the fee structure outlined in the relevant SOW.

3. ACCEPTANCE OF DELIVERABLES

Each SOW shall set forth the delivery and acceptance criteria, if any, for each item to be delivered to Customer by Varicent under such SOW (each, a “**Deliverable**”). If no acceptance criteria are specified, the acceptance criteria for a Deliverable shall be such Deliverable’s conformance to the description of it set forth in the SOW, if any. Unless otherwise stated in an SOW, Customer must accept or provide a written explanation as to how it believes the Deliverable does not conform to the applicable acceptance criteria within five (5) Business Days of receiving a copy; otherwise, the Deliverable will be deemed accepted. Varicent shall have a reasonable period of time in which to correct the Deliverable and resubmit it to Customer. This process shall be repeated until the Deliverable is accepted by Customer.

4. PROPRIETARY RIGHTS

Except as may otherwise be set forth in a SOW, Varicent shall hold all rights, title and interest to the Deliverables. Varicent hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use each Deliverable only with the Software for internal business purposes. Each such license shall commence on acceptance of the Deliverable to Customer and shall automatically terminate on expiration or termination of Customer’s license to the Software with which such Deliverable is intended to be used. Each such license shall be subject to the same restrictions as apply to Customer’s license to use the Software pursuant to the Agreement.

5. PROJECT MANAGEMENT

5.1. Project Managers, Business Sponsors. Each Party shall designate (a) a “Project Manager” for each SOW who shall be the principal point of contact between the Parties for all matters relating to such SOW and (b) a “Business Sponsor” who shall be the principal point of contact between the Parties for all matters relating to the Parties overall relationship with respect to Professional Services. Each Party may designate a new Project Manager or Business Sponsor by notice to the other Party.

5.2. Issue Resolution.

5.2.1. If an issue arises with respect to the Professional Services (an “**Issue**”), the Project Managers shall meet to resolve the Issue in good faith. If the Issue is not resolved within three (3) Business Days after such meeting, the Parties’ Business Sponsors shall meet to resolve the Issue. If the Parties’ Business Sponsors are unable to resolve the Issue within ten (10) Business Days after it is submitted to them for resolution, the Issue shall be escalated to a senior executive of each Party identified by notice to the other Party. If the executives are unable to resolve the Issue within ten (10) Business Days after submission to them, either Party may pursue dispute resolution in accordance with the Agreement. If resolution of an Issue requires changes to the applicable SOW, the Parties shall enter into a Change Order with respect thereto.

5.2.2. During negotiation of an Issue, the Parties shall continue to perform their obligations under the Agreement; provided however, that Varicent may, without liability and without prejudice to any other right or remedy Varicent may have, suspend

performance of any Professional Services related to or dependent on the resolution of such Issue until such time as the Issue is resolved.

5.2.3. Meetings shall occur in person, by telephone or by video, as the Parties agree.

6. CUSTOMER RESPONSIBILITIES

6.1. Access to Customer Facilities and Systems. Customer shall provide Varicent with access to Customer's data and telecommunications networks and Customer Systems as required for Varicent to perform the Professional Services. Customer shall, if Professional Services are to be performed onsite at Customer's facilities, provide Varicent's Personnel with reasonable workspace and other resources at such facilities, as reasonably required for Varicent to perform such Professional Services.

6.2. Data Security. Notwithstanding Varicent's and its Personnel's material compliance with the Customer Policies, Customer is solely responsible for the protection and security of Customer's networks, the Customer Systems, and all Customer Data made available to Varicent or its Personnel for use in the Professional Services.

6.3. Cooperation. Customer shall provide Varicent with reasonable cooperation with respect to the Professional Services and as further described in each SOW, including providing prompt review and feedback with respect to all Deliverables.

6.4. Delays. Varicent shall not be in breach of this Professional Services Schedule or any SOW to the extent such breach results from Customer's failure to: (a) provide Customer Data, information, approvals, or feedback as specified in the applicable SOW; (b) provide other reasonable assistance as requested by Varicent; or (c) perform any of its obligations set forth in the Agreement. If Varicent is delayed in the performance of any of its obligations under any SOW for any of the causes described in the preceding sentence, the due dates for all subsequent milestones and Deliverables shall be extended day for day for the number of days that Customer is late in fulfilling its obligations. Customer acknowledges that any delays caused by Customer as set out in subsections (a)-(c) above may result in additional Professional Services Fees which will be charged in accordance with the fee structure outlined in the relevant SOW.

6.5. Compliance. Customer shall be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect its existing systems, applications, programs, or data to which Varicent will have access during the performance of the Professional Services, including applicable Data Protection Laws, export and import laws and regulations, and product safety and regulatory compliance for non-Varicent products. Customer is solely responsible for obtaining legal advice as to the compliance with such laws and regulations.

7. TERM AND TERMINATION

7.1. Term of SOWs. The term of each SOW shall commence on the SOW Effective Date set forth therein and continue for the applicable period set forth therein or until completion of the Professional Services set forth therein, whichever occurs earlier (the "SOW Term"), unless extended in accordance with the SOW or earlier terminated in accordance with Section 7.2 or the Agreement.

7.2. Termination by Either Party. Either Party may terminate any SOW immediately upon written notice if the other Party is in material breach of such SOW or the Agreement and the breaching Party has failed to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail.

7.3. Effect of Termination. Upon the expiration or termination of any SOW, (a) the license for the Deliverable granted in Section 4 shall terminate, and (b) Customer shall immediately pay to Varicent all outstanding Professional Services Fees and other amounts due under such SOW. In the event where the Professional Services Fees due under a SOW are milestone based, Customer shall pay all completed milestones and a pro-rated amount for partially completed milestones. The pro-ration of partially completed milestones shall be based on the effort hours worked as compared to the planned effort hours. For the avoidance of doubt, termination of a SOW (and not the whole Agreement) shall not automatically result in termination of Customer's access to the Cloud Service or of any other SOW and the terms and conditions of the Agreement shall continue to apply to the Cloud Service and any other SOWs until they themselves, or the Agreement as a whole, are terminated.

7.4. Survival. All provisions that by their plain meaning are intended to survive shall survive the expiration or termination of each SOW.

The following are the Data Security Standards in respect of the Cloud Service provided by Varicent to Customer pursuant to the Varicent Cloud Services Agreement at https://www.varicent.com/legal_terms (the "Agreement"). Capitalized terms shall have the meanings set forth in the Agreement or elsewhere herein.

Varicent shall implement the following technical and organizational measures ("TOMs") in its provision of the Cloud Service, including any underlying applications, platforms, and infrastructure components operated and managed by Varicent in providing the Cloud Service ("Components").

1. DEFINITIONS

Capitalized terms shall have the meanings set forth in this Schedule or elsewhere in the Agreement. The terms "Data Subjects", "Processing", "Personal Data Breach", "Data Protection Impact Assessment", "Processor" and "Controller" shall have the meanings given to them in the GDPR. The term "Supervisory Authority" shall mean a regulatory or other governmental body or authority with jurisdiction or oversight over Data Protection Laws. The term "C2P SCCs" shall mean the Standard Contractual Clauses between Controllers and Processors (Module Two) as approved by the European Commission Implementing Decision 2021/914 of June 4, 2021 ("Decision"). The term "P2P SCCs" shall mean the Standard Contractual Clauses between Processors (Module Three) as approved by the Decision. The P2P SCCs together with the C2P SCCs shall be referred to as the "EU SCCs". The "UK Addendum" shall refer to the template issued by the UK Information Commissioner and approved by the UK Parliament and came into force on March 21, 2022. Unless otherwise indicated, references in this Schedule to Sections or Attachments means the Sections of, and Attachments to, this Schedule.

2. DATA PROTECTION

2.1. The security and privacy measures for the Cloud Service are designed to protect Customer Data input therein and to maintain the availability of such Customer Data pursuant to the Agreement. Varicent shall treat all Customer Data as confidential by not using, maintaining, or disclosing Customer Data except for purposes of providing the Cloud Service pursuant to the Agreement or as otherwise required by applicable Law, and specifically shall not disclose Customer Data except to Varicent Personnel, and only to the extent necessary to deliver the Cloud Service, unless otherwise specified in the Agreement.

2.2. Varicent shall securely sanitize physical media intended for reuse prior to such reuse and shall destroy physical media not intended for reuse.

2.3. The TOMs set forth in this Schedule shall be subject to audits as set forth in the applicable Software Schedule for the Software ordered by Customer in an Order. Upon request, Varicent shall provide evidence of stated compliance and accreditation, such as certificates, attestations, or reports resulting from accredited independent Third-Party audits, and other industry standards as specified in the Agreement.

2.4. Additional security and privacy information specific to the Cloud Service may be available elsewhere in the Agreement or the Documentation to aide in Customer's initial and ongoing assessment of the Cloud Service's suitability for use. Varicent shall direct Customer to available standard Documentation and/or audit reports/certifications if asked to complete Customer-preferred questionnaires or forms and Customer agrees such Documentation shall be used in lieu of any such request. Varicent may charge an additional fee to complete any Customer-preferred questionnaires or forms or to provide consultation to Customer for such purposes.

3. SECURITY POLICIES

3.1. Varicent shall maintain and follow IT security policies and practices that are integral to Varicent's business and mandatory for all Varicent employees. Varicent's management shall maintain responsibility and executive oversight for such policies, including formal governance and revision management, employee education, and compliance enforcement.

3.2. Varicent shall review its IT security policies at least annually and amend such policies as Varicent deems reasonable to maintain protection of the Cloud Service and Customer Data processed therein.

3.3. Varicent shall maintain and follow its standard mandatory employment verification requirements for all new hires. In accordance with Varicent internal processes and procedures, these requirements shall be periodically reviewed and include criminal background checks, proof of identity validation, and additional checks as deemed necessary by Varicent and permitted under applicable Law.

3.4. Varicent employees shall complete security and privacy education annually and certify each year that they shall comply with Varicent security and privacy policies. Additional policy and process training may be provided to individuals depending on their role in supporting the business and as required to maintain compliance and certifications stated in the Agreement.

4. SECURITY INCIDENTS

4.1. Varicent shall maintain and follow documented incident response policies for computer Security Incident handling and shall comply with the data breach notification terms of the Agreement.

4.2. Varicent shall investigate unauthorized access and unauthorized use of Customer Data in connection with or through the Cloud Service of which Varicent becomes aware (a “Security Incident”) and Varicent shall define and execute an appropriate response plan. Customer may notify Varicent of a suspected vulnerability or Security Incident by submitting a support ticket.

4.3. Varicent shall notify Customer without undue delay upon confirmation of a Security Incident that is known or reasonably suspected by Varicent to affect the Customer Data, as may be required by applicable Law or the terms of the Agreement. Varicent shall provide Customer with reasonably requested information about such Security Incident and the status of any Varicent remediation and restoration activities.

4.4. Varicent shall notify Customer without undue delay after becoming aware of a Personal Data Breach with respect to the Cloud Service. Varicent shall promptly investigate the Personal Data Breach if it occurred on Varicent infrastructure or in another area for which Varicent is responsible and shall assist Customer as set forth in Section 9.

5. ACCESS, INTERVENTION, TRANSFER, AND SEPARATION CONTROL

5.1. Varicent shall maintain documented security architecture of networks managed by Varicent in its operation of the Cloud Service. Varicent shall separately review such network architecture, including measures designed to prevent unauthorized network connections to systems, applications and network devices, for compliance with its secure segmentation, isolation, and defense-in-depth standards prior to implementation.

5.2. Varicent shall maintain measures for the Cloud Service that are designed to logically separate and prevent Customer Data from being exposed to or accessed by unauthorized Persons. Varicent shall maintain appropriate isolation of its production and non-production environments, and, if Customer Data is transferred to a non-production environment (for example, in order to reproduce an error at Customer’s request), security and privacy protections in the non-production environment shall be equivalent to those in production.

5.3. Varicent shall encrypt Customer Data in transit using industry accepted cryptographic algorithms when transferring Customer Data over public networks and enable use of a cryptographic protocol, such as HTTPS, SFTP, and FTPS, for Customer’s secure transfer of Customer Data to and from the Cloud Service over public networks.

5.4. Varicent shall encrypt Customer Data at rest using industry accepted cryptographic algorithms. Varicent manages the cryptographic keys and shall maintain documented procedures for secure key generation, issuance, distribution, storage, rotation, revocation, recovery, backup, destruction, access, and use.

5.5. If Varicent requires access to Customer Data, it shall restrict such access to the minimum level required. Such access, including administrative access to any underlying Components (“Privileged Access”), shall be individual, role-based, and subject to approval and regular validation by authorized Varicent Personnel following the principles of segregation of duties. Varicent shall maintain measures to identify and remove redundant and dormant accounts with Privileged Access and shall promptly revoke such access upon the account owner’s separation or the request of authorized Varicent Personnel, such as the account owner’s manager.

5.6. Consistent with industry standard practices, and to the extent natively supported by each Component managed by Varicent within the Cloud Service, Varicent shall maintain technical measures enforcing timeout of inactive sessions, lockout of accounts after multiple sequential failed login attempts, strong password or passphrase authentication, and measures requiring secure transfer and storage of such passwords and passphrases.

5.7. Varicent shall monitor use of Privileged Access and maintain security information and event management measures designed to: (a) identify unauthorized access and activity; (b) facilitate a timely and appropriate response; and (c) enable internal and independent Third Party audits of compliance with documented Varicent policy.

5.8. Logs in which Privileged Access and activity are recorded shall be retained in compliance with Varicent’s records management plan. Varicent shall maintain measures designed to protect against unauthorized access, modification, and accidental or deliberate destruction of such logs.

5.9. To the extent supported by native device or operating system functionality, Varicent shall maintain computing protections for its end-user systems that include endpoint firewalls, encryption, signature-based malware detection and removal, time-based screen locks, and endpoint management solutions that enforce security configuration and patching requirements.

6. SERVICE INTEGRITY AND AVAILABILITY CONTROL

6.1. Varicent shall: (a) perform security and privacy risk assessments of the Cloud Service at least annually; (b) perform penetration testing and vulnerability assessments, including automated system and application security scanning and manual ethical hacking, annually; (c) enlist a qualified independent Third Party to perform penetration testing at least annually; (d) perform automated management and routine verification of underlying Components’ compliance with security configuration requirements; and (e) remediate identified vulnerabilities or noncompliance with its security configuration requirements based on associated risk, exploitability, and impact. Varicent shall take reasonable steps to avoid Cloud Service disruption when performing its tests, assessments, scans, and execution of remediation activities.

6.2. Varicent shall maintain policies and procedures reasonably designed to manage risks associated with the application of changes to the Cloud Service. Prior to implementation, changes to the Cloud Service, including its systems, networks, and underlying Components, shall be documented in a registered change request that includes a description and reason for the change, implementation details and schedule, and documented approval by authorized Varicent Personnel.

6.3. Varicent shall maintain a reasonably up to date inventory of all information technology assets used in its operation of the Cloud Service. Varicent shall monitor and manage the health, including capacity, and availability of the Cloud Service and its underlying Components.

Varicent shall implement, test, and maintain business continuity and disaster recovery plans consistent with industry standard practices and as described in the Agreement.

6.4. Varicent shall maintain measures designed to assess, test, and apply security advisory patches to the Cloud Service and its associated systems, networks, applications, and underlying Components. Upon determining that a security advisory patch is applicable and appropriate, Varicent shall implement the patch pursuant to documented severity and risk assessment guidelines. Implementation of security advisory patches shall be subject to Varicent change management policy.

6.5. Data Back-Up. Varicent shall back up the Cloud Service and Customer Data stored therein daily and copy such back-ups to an off-site location. Back-ups shall be encrypted at rest and during transmission to the offsite location.

6.6. Disaster Recovery. If a Force Majeure Event occurs that causes the Cloud Service to be unavailable, Varicent shall work to restore Customer's access to the Cloud Service with a return to operation within fourteen (14) days. The environment shall be restored using the most recent data backup, with no more than twenty-four (24) hours of Customer Data loss of the restored Customer Data set.

7. PROCESSING OF CUSTOMER PERSONAL DATA

7.1. Processing.

7.1.1. Customer is (a) a Controller and exporter of any Personal Data that Varicent Processes on behalf of Customer ("Customer Personal Data") or (b) acting as a Processor and exporter on behalf of other Controllers and has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Customer Personal Data by Varicent as importer and Customer's Subprocessor as set out in the Agreement. Customer appoints Varicent as a Processor to Process Customer Personal Data. If there are other Controllers, Customer shall identify and inform Varicent of any such other Controllers prior to providing their Personal Data, in accordance with this Schedule.

7.1.2. Customer shall comply with all applicable requirements of the Data Protections Laws and Customer will ensure that it has a lawful basis and all necessary appropriate consents and notice in place to enable the lawful transfer of Personal Data to Varicent for the duration and purposes of the Agreement.

7.1.3. A list of categories of Data Subjects, types of Customer Personal Data, Special Categories of Personal Data and the Processing activities is set out in Attachment A (Personal Data Processing Attachment). The duration of the Processing corresponds to the applicable Subscription Term, unless otherwise stated in Attachment A. The purpose and subject matter of the Processing is the provision of the Cloud Service as described in the Agreement.

7.1.4. Varicent shall Process Customer Personal Data according to Customer's instructions set forth in the Agreement, and, if applicable, Customer's and its Authorized Users' use and configuration of the features of the Cloud Service. Customer may provide further legally required instructions regarding the Processing of Customer Personal Data ("Additional Instructions") as described in Section 9.2. If Varicent notifies Customer that an Additional Instruction is not feasible, the Parties shall work together to find an alternative. If Varicent notifies Customer that neither the Additional Instruction nor an alternative is feasible, Customer may terminate its use of the Cloud Service which cannot be accommodated by Varicent within 14 days of Varicent's notification to the Customer. If Varicent believes an instruction violates the Data Protection Laws, Varicent shall immediately inform Customer, and may suspend the performance of such instruction until Customer has modified or confirmed its lawfulness in documented form. As of the Effective Date, Varicent does not believe that the laws and practices in any third country of destination applicable to its Processing of the Customer Personal Data prevent Varicent from fulfilling its obligations herein.

7.1.5. Customer shall serve as a single point of contact for Varicent. As other Controllers may have certain direct rights against Varicent, Customer undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. Varicent shall be discharged of its obligation to inform or notify another Controller when Varicent has provided such information or notice to Customer. Similarly, Varicent shall serve as a single point of contact for Customer with respect to its obligations as a Processor under the Agreement.

7.1.6. Varicent shall comply with all Data Protection Laws in respect of the Cloud Service applicable to Varicent as Processor. Varicent is not responsible for determining the requirements of Laws applicable to Customer's business or that the Cloud Service meets the requirements of any such applicable Laws. As between the Parties, Customer is responsible for the lawfulness of the Processing of Customer Personal Data. Customer shall not use the Cloud Service in a manner that would violate applicable Data Protection Laws.

7.2. Data Subject Rights and Requests.

7.2.1. Varicent shall inform Customer of requests from Data Subjects exercising their Data Subject rights (including access, rectification, deletion, and blocking of data) addressed directly to Varicent regarding Customer Personal Data. Customer shall be responsible for handling such requests of Data Subjects. Varicent shall reasonably assist Customer in handling such Data Subject requests in accordance with Section 9.2.

7.2.2. If a Data Subject brings a claim directly against Varicent for a violation of their Data Subject rights, Customer shall reimburse Varicent for any cost, charge, damages, expenses, or loss arising from such claim, to the extent that Varicent has notified Customer about the claim and given Customer the opportunity to cooperate with Varicent in the defense and settlement of the claim. Subject to the terms of the Agreement, Customer may claim from Varicent damages resulting from Data Subject claims for a violation of their Data Subject rights caused by Varicent's breach of its obligations under Section 7.1 of the Agreement or this Schedule.

7.3. Third Party Requests and Confidentiality.

7.3.1. Varicent shall not disclose Customer Personal Data to any Third Party unless authorized by Customer or required by applicable Law. If a government or Supervisory Authority demands access to Customer Personal Data, Varicent shall notify Customer prior to disclosure, unless such notification is prohibited by applicable Law.

7.3.2. Varicent requires all of its Personnel authorized to Process Customer Personal Data to commit themselves to confidentiality and not Process such Customer Personal Data for any other purposes, except on instructions from Customer or unless required by applicable Law.

7.4. Return or Deletion of Customer Personal Data. Upon termination or expiration of the Agreement, Varicent shall delete Customer Personal Data in its possession as set out in the Agreement, unless otherwise required by applicable Law.

7.5. Subprocessors.

7.5.1. Customer authorizes the engagement of other Processors to Process Customer Personal Data ("Subprocessors"), including all Varicent Affiliates who may provide Professional and Support Services from their respective jurisdictions. A list of current Third Party Subprocessors is set out in the applicable Software Schedule for the Software ordered by Customer in an Order. Additional Subprocessors and processing locations with respect to Professional Services may be outlined in a SOW or agreed-upon in writing to Customer. Varicent shall notify Customer in advance of any addition or replacement of such Subprocessors. Within thirty (30) days after Varicent's notification of the intended change, Customer can object to the addition of a Subprocessor on the basis that such addition would cause Customer to violate applicable Law. Customer's objection shall be in writing and include Customer's specific reasons for its objection and options to mitigate, if any. If Customer does not object within such period, the respective Subprocessor may be commissioned to Process Customer Personal Data. Varicent shall impose similar but no less protective data protection obligations as set out in this Schedule on any approved Subprocessor prior to the Subprocessor initiating any Processing of Customer Personal Data, as appropriate taking into account factors such as the nature, scope, context, purposes of the Processing, and access to Personal Data.

7.5.2. If Customer legitimately objects to the addition of a Subprocessor and Varicent cannot reasonably accommodate Customer's objection, Varicent shall notify Customer and Customer may terminate the Cloud Service within 14 days of Varicent's notification to the Customer; otherwise, the Parties shall cooperate to find a feasible solution in accordance with the dispute resolution process.

7.6. Transborder Data Processing.

7.6.1. In the case of a transfer of Customer Personal Data to a country not providing an adequate level of protection pursuant to the Data Protection Laws (a "Non-Adequate Country"), the Parties shall cooperate to ensure compliance with the applicable Data Protection Laws as set out in this Section 7.6. If either Party believes the measures set out below are not sufficient to satisfy applicable Law, they shall notify the other Party and the Parties shall work together to find an alternative.

7.6.2 By entering into the Agreement, Customer is entering into the following with (i) each Subprocessor that is a Varicent Affiliate located in a Non-Adequate Country ("Varicent Data Importers") and (ii) Varicent, if located in a Non-Adequate Country:

- (a) if Customer is a Controller of all or part of the Customer Personal Data, Customer is entering into the C2P SCC in respect to such Customer Personal Data; and
- (b) if Customer is acting as Processor on behalf of other Controllers of all or part of the Customer Personal Data, then Customer is entering into the P2P SCCs, provided that, Customer has entered into separate EU Standard Contractual Clauses with the Controllers or on behalf of the other Controller(s).

Customer agrees in advance that any new Varicent Data Importer engaged by Varicent in accordance with Section 7.5 shall become an additional data importer under the applicable SCCs.

7.6.3. If a Subprocessor located in a Non-Adequate Country is not a Varicent Data Importer (a "Third Party Data Importer") then, Varicent or a Varicent Data Importer shall enter into P2P SCCs with such Third Party Data Importer.

7.6.4. The following specifications shall also apply to EU SCC clauses between Customer and Varicent:

- (a) Docking Clause. The option under clause 7 shall not apply;
- (b) Instructions. For the purposes of clause 8.1(a), the instructions by Customer to Process Personal Data are set out in Section 7.1 of this Schedule;
- (c) Certification of Deletion. The certification of deletion of Personal Data described in clauses 8.5 and 16(d) shall be provided by Varicent only upon Customer's written request;
- (d) Security of Processing. For the purpose of clause 8.6(a), Customer agrees that the TOMs set forth in this Schedule provide a level of security appropriate to the risk with respect to its Personal Data. For the purpose of clause 8.6(c), Personal Data breaches will be handled in accordance with Section 4 of this Schedule; with respect to P2P SCC clauses 8.6(c) and (d), Varicent shall provide breach notifications only to Customer;
- (e) Audits. The audits described in clause 8.9 shall be carried out in accordance with Section 8 of this Schedule; with respect to P2P SCCs, all inquiries from other Controllers shall be provided to Varicent by Customer;
- (f) Use of Sub-processors. Option 2 under clause 9 shall apply; Varicent shall be entitled to engage Subprocessors in accordance with Section 7.5 of this Schedule;
- (g) Data Subject Rights. For the purpose of clause 10, Data Subject requests and related assistance shall be handled in accordance with Sections 7.2 and 9 of this Schedule, respectively; with respect to P2P SCCs, Varicent shall be required to communicate requests only to Customer;
- (h) Liability. For the avoidance of doubt, Varicent liability under clause 12(b) shall be limited as specified in Article 82 of the GDPR;
- (i) Supervision. For the purpose of clause 13, data exporter's competent supervisory authority will be determined in accordance with the GDPR;
- (j) Notification of Government Access Requests. For the purpose of clause 15(1), Varicent shall provide notification to Customer only and not individual Data Subjects;
- (k) Governing Law and Choice of Forum. For the purpose of clauses 17 and 18, governing law and jurisdiction shall be that which is outlined in the Agreement. If the Agreement is not governed by EU law, the SCCs will be governed by the laws and courts of Ireland; or (ii) where the Agreement is governed by the laws and courts of the United Kingdom, the laws of the England and Wales;
- (l) Appendices. With respect to the SCC Annexes, the contents of Attachment A to this Schedule shall form Annex 1B; the contents of Annex 1C shall be determined in accordance with the GDPR; The TOMs herein shall form Annex 2.

7.6.5 To the extent Personal Data subject to the GDPR as implemented under United Kingdom ("UK") laws ("UK GDPR"), data protection laws of Switzerland ("Swiss Data Protection Laws"), is transferred to a Non-Adequate Country: (A) the subclauses above in this Section shall apply if the EU SCCs are a legally valid data protection mechanism; or (B) where the UK Addendum is the legally valid data protection mechanism, Parties are deemed to enter into the UK Addendum, with Table 1 of the UK Addendum being populated with Parties' details outlined in the applicable Order, Table 2 of the UK Addendum being populated with the EU SCC details outlined in this Section herein, Table 3 Annex 1A being populated with the Party details outlined in the applicable Order, Table 3 Annex 1B being populated as outlined in the subsection (k) above, Table 3 Annex 2 being populated with the TOMs outlined herein as appropriate to the Services and processing performed, and Table Annex 3 being populated as described in Section 7.5; neither party may end the Addendum without the other written permission. Varicent will enter into back-to-back SCCs or UK Addenda with third party data importers as legally required and applicable to their Services. The following shall apply to the foregoing options: (i) references and obligations in the EU SCCs shall have the same meaning as the equivalent reference and obligation in the UK GDPR or Swiss Data Protection Laws, as applicable; (ii) references to the EU or member states in the EU SCCs shall be amended to refer to the United Kingdom and Switzerland, as applicable; and (iii) references to supervisory authorities in the EU SCCs shall be amended to refer to the UK Information Commissioner's Office and the Swiss Federal Data Protection and Information Commissioner, respectively.

7.6.6. If Customer is unable to agree to C2P SCCs or the UK Addendum on behalf of another Controller, as set out in Section 7.6, Customer shall procure the agreement of such other Controller to enter into those agreements directly with the applicable Varicent Data Importer. Customer agrees on behalf of itself and all other Controllers that the EU SCCs and UK Addendum, including any claims arising from them, are subject to the terms set forth in the Agreement including the exclusions and limitations of liability. In case of conflict with the Agreement, the EU SCCs and UK Addendum, as applicable, shall prevail.

8. AUDIT

8.1. Varicent shall allow for, and contribute to, audits, including inspections, conducted by Customer or another auditor mandated by Customer solely in order for Customer to determine that Varicent is processing Personal Data in accordance with the Agreement, in accordance with the following procedures:

8.1.1. Upon Customer's written request, Varicent shall provide Customer or its mandated auditor with the most recent certifications and/or summary audit report(s) which Varicent has procured to regularly test, assess, and evaluate the effectiveness of Varicent's TOMs.

- 8.1.2.** Varicent shall reasonably cooperate with Customer by providing available additional information concerning the TOMs reasonably required by Customer to help Customer better understand them.
- 8.1.3.** If further information is needed by Customer (acting reasonably) to comply with its own or other Controllers' audit obligations or a competent Supervisory Authority's request, Customer shall inform Varicent in writing to enable Varicent to provide such information or to grant access to it. For the avoidance of doubt, Varicent shall be under no obligation to disclose confidential or commercially sensitive information as part of such audits.
- 8.1.4.** To the extent it is not possible to otherwise satisfy an audit right mandated by applicable Law or expressly agreed by the Parties in writing, only legally mandated entities (such as a governmental regulatory agency having oversight of Customer's operations), Customer, or its mandated auditor may (on no less than 14 days prior written notice to Varicent) conduct an onsite visit of the Varicent facilities used to provide the Cloud Service, during normal business hours and only in a manner that causes minimal disruption to Varicent's business.
- 8.2.** All such audits shall be subject to the auditing party's execution of a confidentiality agreement acceptable to Varicent and shall be conducted at Customer's expense.
- 8.3.** Any auditor mandated by the Customer shall not be a direct competitor of Varicent with regard to the Services and shall be bound to an obligation of confidentiality.
- 8.4.** Each Party shall bear its own costs in respect of Section 8.1.1 and Section 8.1.2; otherwise, Section 9.2 applies.

9. ASSISTANCE

- 9.1.** Varicent shall assist Customer by TOMs for the fulfillment of Customer's obligation to comply with the rights of Data Subjects and in ensuring compliance with Customer's obligations relating to the security of Processing, the notification and communication of a Personal Data Breach, and the Data Protection Impact Assessment, including prior consultation with the responsible Supervisory Authority, if required, taking into account the nature of the Processing and the information available to Varicent.
- 9.2.** Customer shall make a written request for any assistance referred to in this Schedule. Varicent may charge Customer no more than a reasonable charge to perform such assistance or an Additional Instruction, such charges to be set forth in a Change Order and agreed in writing by the Parties. If Customer does not agree to the Change Order, the Parties agree to reasonably cooperate to find a feasible solution in accordance with the dispute resolution process set forth in the Agreement.

ATTACHMENT A: PERSONAL DATA PROCESSING ATTACHMENT

1. CATEGORIES OF DATA SUBJECTS

Data Subjects of any Customer Personal Data that generally can be processed in the Cloud Service may include Customer's and its Affiliates' employees, contractors, business partners, or customers, and, to the extent required by applicable Law, any other Persons whose Personal Data is processed by the Cloud Service. Varicent shall process Personal Data of all Data Subjects listed above in accordance with the Agreement. Given the nature of the Cloud Service, Customer acknowledges that Varicent is not able to verify or maintain the above list of Categories of Data Subjects. Therefore, if Customer shall not use the Cloud Service with all the Data Subjects set out above, Customer is responsible for providing complete, accurate, and up-to-date information to Varicent on the actual Data Subjects from within the above list that Customer shall process in the Cloud Service via Additional Instructions to Varicent as set forth in the Data Security Standards.

2. PERSONAL DATA

The lists as set out below are the Types of Personal Data and Special Categories of Personal Data that generally can be processed within the Cloud Service. Varicent shall process all Types of Personal Data and Special Categories of Personal Data listed below in accordance with the Agreement. Given the nature of the Cloud Service, Customer acknowledges that Varicent is not able to verify or maintain the below lists of Types of Personal Data and Special Categories of Personal Data. Therefore, if Customer shall not use the Cloud Service for all the Types of Personal Data and Special Categories of Personal Data set out below, then Customer is responsible for providing complete, accurate, and up-to-date information to Varicent on the actual Types of Personal Data and Special Categories of Personal Data from within the below list that Customer shall process in the Cloud Service via Additional Instructions to Varicent as set forth in the Data Security Standards. Customer acknowledges that health information, social security numbers, government identification numbers, payment card data, and similarly sensitive information are not required for use of the Service and Customer agrees not to provide Varicent with any such information.

2.1. Types of Personal Data.

- (a) Basic Personal Data (such as name, email, electronic signature etc.);
- (b) Role related Personal Data such as job title, unit/department, location, supervisor/subordinates, employee identification number, employment type, compensation information such as but not limited to sales commission rates and eligibility, quotas, and target information, etc;

- (c) Technically Identifiable Personal Data (such as device IDs, usage-based identifiers, static IP address, etc. - when linked to an individual).

Customer should not include Personal Data in text fields that are not intended for or do not request Personal Data.

2.2. Special Categories of Personal Data. The Cloud Service was not designed to process any Special Categories of Personal Data.

3. PROCESSING ACTIVITIES

The Processing activities with regard to Customer Data (including Customer Personal Data) within the Cloud Service include:

- (a) Receipt of Customer Data from Data Subjects and/or third parties;
- (b) Computer processing of Customer Data, including data transmission, data retrieval, data access, and network access to allow data transfer if required;
- (c) Technical customer support involving Customer Data at Customer request, including monitoring, problem determination, and problem resolution;
- (d) Transformation and transition of Customer Data as necessary to deliver the Cloud Service;
- (e) Storage and associated deletion of Customer Data; and
- (f) Backup of Customer Data.

4. DURATION OF PROCESSING

The duration of Processing within the Cloud Service corresponds to the duration of the applicable Subscription Term. Varicent shall remove Customer Data (including any Customer Personal Data) that is stored or persisted within the Cloud Service at the time of termination or expiration of the applicable Subscription Term.

5. TECHNICAL AND ORGANIZATIONAL MEASURES

The TOMs set forth in the Data Security Standards apply to all Customer Data processed by Varicent within the Cloud Service, including Customer Personal Data.

6. DELETION AND RETURN OF DATA

6.1. During the term of the Agreement, so long as Customer's access to the Cloud Service is not suspended pursuant to Section 2.5 of the Agreement, Customer may download from the Cloud Service a copy of the Customer Data.

6.2. Customer may also request removal of Customer Data (including Customer Personal Data) at any time prior to termination or expiration of the Agreement Term.

7. VARICENT HOSTING AND PROCESSING LOCATIONS

The Varicent data hosting and processing locations used for the Cloud Service are set forth in the Software Schedule for the Software ordered by Customer in an Order. Customer may be able to request that Varicent use a subset of these locations. Varicent may add additional hosting and processing locations in accordance with the Data Security Standards.

8. THIRD PARTY SUBPROCESSORS

The Cloud Service involves third party Subprocessors in the Processing of Customer Data, including Customer Personal Data, as set forth in the Software Schedule for the Software ordered by Customer in an Order.

9. PRIVACY CONTACT AND CUSTOMER NOTIFICATIONS

The general privacy contact for the Cloud Service is privacy@varicent.com.

10. DATA PRIVACY OFFICER AND OTHER CONTROLLERS

Customer is responsible for providing to Varicent complete, accurate, and up-to-date information about its data privacy officer and any other Controllers (including their data privacy officer).