

MASTER SERVICES AGREEMENT

Version: September 2026

This Agreement is entered into as of the Effective Date by and between Varicent and Customer and sets out the terms by which Varicent shall provide Services to Customer. In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Parties), the Parties agree as follows.

1. DEFINITIONS

All capitalized terms used but not defined in this Agreement shall have the following meanings:

- 1.1 “Affiliate” means with respect to a specified entity, any other entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with the specified entity. An entity shall be deemed to “Control” another entity if such entity owns, directly or indirectly, more than 50% of the voting securities of such other entity; and the term “Controlled” has a similar meaning.
- 1.2 “Aggregated Data” has the meaning given in Section 8.2.
- 1.3 “Agreement” means this Master Services Agreement between the Parties including all Orders.
- 1.4 “AI” has the meaning given in Section 3.2.
- 1.5 “Beta Services” has the meaning given in Section 2.4.
- 1.6 “Confidential Information” has the meaning given in Section 9.1.
- 1.7 “Cure Period” has the meaning given in Section 7.3.
- 1.8 “Customer” means the entity accepting this Agreement, Order or SOW with Varicent.
- 1.9 “Customer Data” means the (a) electronic data and information imported to Varicent Software by Customer, its Affiliates and Users to enable the provision of Varicent Software; and (b) output, results or data generated by the Varicent Software that is derived from or based upon such imported data and information (“Output Content”). For the avoidance of doubt Customer Data excludes Usage Data.
- 1.10 “Disclosing Party” has the meaning given in Section 9.1.
- 1.11 “Dispute” has the meaning given in Section 12.1.
- 1.12 “Documentation” means any materials provided by Varicent to Customer relating to the use of Varicent Software including but not limited to any user guides, online help, release notes and training materials.
- 1.13 “DPA” has the meaning given in Section 5.1.
- 1.14 “Effective Date” means the Date the first Order Form or SOW is accepted by the Parties.
- 1.15 “Entitlements” means the specific rights and allocations granted to Customer to access certain features, functions or quantities of Varicent Software as described in an Order.
- 1.16 “Fees” has the meaning given in Section 7.1.
- 1.17 “Force Majeure Event” has the meaning given in Section 13.10.
- 1.18 “Intellectual Property Rights” means a Party’s patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property or proprietary rights.
- 1.19 “Malicious Code” means any code, files, scripts, agents or programs intended to do harm including any viruses, worms, Trojan horses, ransomware, spyware, adware, rootkits, keyloggers, logic bombs, time bombs, backdoors, bots, cryptojackers, fileless malware and any other malicious or harmful software or code.
- 1.20 “Month” means the applicable calendar month.
- 1.21 “Order” means any ordering document executed by the Parties which references this Agreement and specifies Varicent Software ordered by Customer.
- 1.22 “Output Content” has the meaning given in the definition of Customer Data.
- 1.23 “Overage Notice” has the meaning given in Section 7.3.
- 1.24 “Overhauled Services” has the meaning given in Section 6.4.
- 1.25 “Package” means a bundle of Varicent Software, features and Usage Limits offered by Varicent which have been selected by Customer as described in an Order.
- 1.26 “Parties” means Varicent and Customer; and “Party” means either Varicent or Customer.
- 1.27 “Receiving Party” has the meaning given in Section 9.1.
- 1.28 “Relationship Managers” has the meaning given in Section 12.3.
- 1.29 “Sanctioned Country” has the meaning given in Section 13.9.

- 1.30 "Senior Executives" has the meaning given in Section 12.4.
- 1.31 "Services" means the services to be provided by Varicent under this Agreement as described in any Order and which may include Varicent Software and Support Services.
- 1.32 "Software Schedule" has the meaning given in Section 2.1.
- 1.33 "Subcontractor" has the meaning given in Section 2.5.
- 1.34 "Support Services" means any technical support for Varicent Software that Varicent provides to Customer as described in an Order.
- 1.35 "Support Services Schedule" has the meaning given in Section 2.2.
- 1.36 "Taxes" has the meaning given in Section 7.4.
- 1.37 "Usage Data" has the meaning given in Section 8.1.
- 1.38 "Usage Limit" has the meaning given in Section 7.3.
- 1.39 "User" means an employee or independent contractor of Customer and its Affiliates who is authorized by this Agreement to access Varicent Software, unless otherwise expressly described in an Order; and the term "Users" means more than one User.
- 1.40 "Varicent" means the applicable Varicent legal entity described in Section 13.1.
- 1.41 "Varicent Software" means the proprietary software-as-a-service platform made available by Varicent to Customer as described in an Order.

2. SERVICES

- 2.1 **Varicent Software.** Varicent shall provide Customer with access to Varicent Software as set out in this Agreement and one or more Orders. The specific terms pertaining to Varicent Software are set out in the software schedule found at **SCHEDULE A** attached to this Agreement (the "Software Schedule") which is incorporated by reference into this Agreement.
- 2.2 **Support Services.** Varicent shall provide Customer with Support Services as set out in this Agreement and one or more Orders. The specific terms pertaining to Support Services are set out in the support services schedule found at **SCHEDULE B** attached to this Agreement (the "Support Services Schedule") which is incorporated by reference into this Agreement.
- 2.3 **Updates.** Varicent reserves the right, in its discretion, to make any changes or updates to Services; provided, that no such changes have the effect of materially degrading the service levels, functionality or security of Services.
- 2.4 **Beta Services and Pre-Release Software.** From time to time, Varicent may make available to Customer certain features, functionality or software that are designated as free trials, beta, pilot, pre-release, early access, evaluation or similar designation ("Beta Services"). Customer's participation in Beta Services is voluntary and subject to Customer's acceptance of the terms of this Section 2.4. Beta Services are provided "AS IS" without any warranty, representation or service level commitment of any kind. Varicent makes no representation that Beta Services will be made generally available or that any particular features or functionality of any Beta Services will be incorporated into generally available Services. Varicent may discontinue Beta Services at any time in its sole discretion without liability to Customer. Beta Services may contain bugs, errors or other defects, may not be fully functional, may contain features that will not be included in the generally available version, and may not operate in the manner described in the Documentation. Customer acknowledges that (a) Beta Services have not been subject to the same testing and quality assurance processes as generally available Services; (b) use of Beta Services may result in unexpected results, loss of data, project delays or other unpredictable damage or loss; and (c) Varicent shall have no indemnification obligation nor any liability for any harm or damage arising from Customer's access to or use of Beta Services, to the extent permitted by applicable laws. Customer may opt-out of any Beta Services at any time by providing written notice to Varicent or by disabling such Beta Services through the administrative interface of Varicent Software. Customer acknowledges that information regarding Beta Services, including the existence, features, functionality and performance of Beta Services, constitutes Confidential Information of Varicent, and Customer shall not disclose such information to any third party without Varicent's prior written consent. Notwithstanding any other provision of this Agreement, including the warranty disclaimers in Section 10.3 and all limitations on Varicent's liability set out in this Agreement, Customer acknowledges and agrees that it uses Beta Services entirely at its own risk.
- 2.5 **Subcontractors.** Varicent may engage subcontractors (each a "Subcontractor") to perform Services; provided, that Varicent: (a) remains fully responsible for the performance of its obligations under this Agreement; (b) shall be responsible and liable for the acts, omissions and performance of any Subcontractor; (c) shall ensure that any Subcontractor is bound by confidentiality and data protection obligations at least as protective as those set out in this Agreement; and (d) shall remain responsible for all fees, expenses and other amounts payable to each Subcontractor. Sub-processors (as defined in the DPA) are governed by the provisions in the DPA relating to Sub-processors.

3. ACCESS TO SERVICES

- 3.1 **Affiliates.** Customer may allow its Affiliates to access Varicent Software either: (a) as Users; or (b) with Varicent's consent obtained by Customer's Affiliate entering into a separate Order with Varicent or an Affiliate of Varicent; provided, that (i) Customer causes each of its Affiliates to comply with the terms and conditions of this Agreement; (ii) Customer remains fully liable and responsible for the acts and omissions of its Affiliates; (iii) any acts, omissions or breaches of this Agreement by an Affiliate shall be deemed to constitute an act, omission or breach of this Agreement by Customer; and (iv) in the case of option (a), an Affiliate's

right to access Varicent Software pursuant to this Section 3.1 shall automatically terminate if the Affiliate ceases to be an Affiliate of Customer. Customer shall promptly notify Varicent if its Affiliate who is accessing Varicent Software ceases to be an Affiliate of Customer.

3.2 **Usage Restrictions.** Customer will not, and will not permit others to, directly or indirectly (a) use Varicent Software in excess of any Usage Limit or in any manner that circumvents, disables or otherwise interferes with any technological access control measure or security feature implemented by Varicent; (b) sell, resell, sublicense, rent, lease, transfer, distribute, white-label or otherwise make Varicent Software or Varicent's Confidential Information available to any third party, except as expressly permitted under this Agreement or an Order; (c) access or use Varicent Software or Varicent's Confidential Information to develop, operate or improve any product or service that is competitive with any aspect of Varicent Software; (d) reverse engineer, decompile, reconstruct or otherwise attempt to derive the source code, object code or underlying ideas, algorithms, data structures, architecture or structure of Varicent Software or Documentation; (e) use any automated means (including scraping, crawling or data extraction tools) to access, collect or extract data, content or other information from Varicent Software; (f) provide or use Varicent Confidential Information or Output Content (i) in connection with any artificial intelligence, machine learning or similar system ("AI") (including for passive, active, automated, or other training, fine-tuning, development or improvement or in any other manner that may cause any Varicent Confidential Information or Output Content to be ingested, retained, learned or used by such systems); or (ii) to replicate, substitute for or compete with any aspect of Varicent Software, provided that Customer may use Output Content with an AI tool solely for Customer's internal business purposes, so long as such use does not circumvent or attempt to circumvent the restrictions in this Section; (g) conduct, commission or publicly disclose any benchmarking, performance testing or comparative evaluation of the Varicent Software without Varicent's prior written consent; or (h) use Varicent Software in violation of applicable laws.

3.3 **Rights of Suspension.** Varicent may suspend access to Varicent Software if (a) Varicent experiences, or reasonably believes it will experience, a security threat or system failure that endangers the integrity of Varicent's internal systems; (b) Varicent is directed to do so by any law enforcement or regulatory agency; (c) the continued performance of Varicent's obligations under this Agreement could result in Varicent being in breach of any applicable laws; (d) Varicent reasonably believes Customer is in breach of Section 3.2 or 7.3; or (e) Customer fails to pay any Fees that are not disputed by Customer in accordance with Section 12 of this Agreement. Varicent shall (i) where reasonably practicable, notify Customer in advance that it intends to suspend access to Varicent Software in accordance with this Section 3.3; and (ii) use commercially reasonable efforts to restore such access as soon as reasonably practicable after the cause of the suspension has been remediated by Customer. In the event access is suspended pursuant to subsections (d) or (e) of this Section 3.3, Varicent may charge a reconnection fee (other than where such a fee is prohibited by applicable laws) to cover the administrative and technical costs of restoring system access.

4. OBLIGATIONS

4.1 **Customer Obligations.** Customer shall (a) cooperate with Varicent in good faith to enable Varicent's provision of Services including providing Varicent with timely access to Customer Data shared with Varicent and employees and consultants of Customer as reasonably required by Varicent to provide Services; (b) have sole responsibility for the accuracy, quality, completeness, integrity, legality, reliability and appropriateness of Customer Data shared with Varicent; (c) comply with all applicable laws; (d) if any Services are to be provided at Customer's facilities, provide Varicent with access to Customer's facilities and information technology systems that are necessary for Varicent to provide Services; (e) use commercially reasonable efforts to prevent any unauthorized access or use of Varicent Software and promptly notify Varicent of any unauthorized access or use of Varicent Software; (f) obtain and maintain any necessary licenses, consents and authorizations to allow Varicent to provide Services to Customer; and (g) be liable for the acts and omissions of Users.

4.2 **Failure to Perform.** Varicent shall not be in breach of this Agreement and shall not be liable to Customer for failure to perform Varicent's obligations under this Agreement if such failure is caused by (a) Customer failing to perform any of its obligations under this Agreement; (b) any use by Customer of a third party website, product or service that is linked to Varicent Software to transfer information to any such third party; (c) any act, omission or breach of this Agreement by Customer; or (d) any violation of applicable laws by Customer.

5. DATA SECURITY AND PRIVACY

5.1 Varicent shall maintain and process Customer Data in accordance with the data processing addendum found at **SCHEDULE C** attached to this Agreement ("DPA") which is incorporated by reference into this Agreement.

6. TERM AND TERMINATION

6.1 **Term.** This Agreement commences on the Effective Date and continues until all Orders have expired or been terminated.

6.2 **Termination.** Either Party may terminate this Agreement (a) upon 30 days' written notice to the other Party if the other Party breaches any material provision of this Agreement and such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

6.3 **Effect of Termination.** Upon termination of this Agreement (a) Varicent shall make Customer Data available to Customer for export or download for 30 days and, following such 30 day period, Varicent shall have no obligation to maintain or provide any Customer Data and shall delete or destroy copies of all Customer Data in its possession or control, except for copies retained in routine backups or archives, or as required by applicable laws, which copies shall remain subject to Section 9; (b) Customer shall within 30 days pay all Fees owing under this Agreement if this Agreement is terminated by Varicent in accordance with

Section 6.2; (c) each Party shall return to the other Party, or at the direction of the other Party destroy, within 30 days all Confidential Information of the other Party; and (d) any rights of a Party to use the intellectual property of the other Party as provided for in this Agreement shall terminate.

- 6.4 **Overholding.** In the event Customer continues to access any Varicent Software after the termination of this Agreement or a related Order ("Overheld Services"), the terms and conditions of this Agreement and the applicable Order shall be deemed to apply to any Overheld Services; provided, however (a) the term for any Overheld Services shall be month-to-month payable in advance on the first day of each Month; (b) Customer's access to Varicent Software as Overheld Services shall be limited to the same Package, Entitlements and Usage Limits as were in effect immediately prior to such termination calculated on a monthly pro-rated basis; and (c) the amount charged by Varicent for any Overheld Services shall be Varicent's then standard Fees for the applicable Package, calculated on a monthly pro-rated basis plus a 30% premium. Varicent shall promptly invoice Customer for any Overheld Services. For clarity, Overheld Services shall cease applying once a renewal Order is executed by the Parties.

7. FEES

- 7.1 **Fees.** Customer will pay all fees and charges ("Fees") to Varicent in accordance with each Order and this Agreement. Payment obligations are non-cancelable and Fees paid are non-refundable.
- 7.2 **Invoicing and Payment.** Fees shall be invoiced in accordance with the applicable Order. Unless expressly otherwise described in an Order, Customer shall pay all invoiced amounts within 30 days of the applicable invoice date.
- 7.3 **Usage Limits.** Customer's use of Varicent Software is subject to the usage limits specified in each Order and this Agreement ("Usage Limit"). If Varicent reasonably determines that Customer has exceeded a Usage Limit, Varicent will notify Customer, describing the nature and extent of the excess usage ("Overage Notice"). Upon receipt of an Overage Notice, Customer will have 30 days ("Cure Period") to either: (a) purchase additional Entitlements by executing a new Order covering the excess usage; or (b) reduce its usage to comply with the applicable Usage Limit. If Customer does not cure the overage within the Cure Period, Varicent may, at its discretion: (i) suspend or limit Customer's access to the Varicent Software until the overage is cured; or (ii) permit continued use of Varicent Software subject to an additional monthly Fee, calculated at Varicent's then-current list price plus a 30% premium, until a new Order is executed or usage is reduced to within the applicable Usage Limit. Any new Order for additional Entitlements will be effective retroactively from the date the excess usage began and will expire concurrently with the Order under which the Usage Limit was exceeded.
- 7.4 **Taxes.** Fees are exclusive of all taxes, levies, duties, tariffs and other similar governmental assessments (collectively, "Taxes"). Customer is responsible for all Taxes associated with its purchase of Services under this Agreement, excluding only Taxes based on Varicent's net income. Customer shall pay all such Taxes in addition to the Fees and shall not deduct or withhold any Taxes from amounts owed to Varicent unless required by law. If Customer is exempt from Taxes, Customer shall provide Varicent with a valid tax exemption certificate or other documentation reasonably acceptable to Varicent prior to the invoice date. Varicent will invoice Customer for all applicable Taxes unless such documentation has been provided and accepted. If Customer is legally required to withhold Taxes from payments to Varicent, Customer shall (a) provide Varicent with advance written notice and official tax documentation supporting the withholding requirement; (b) deduct such Taxes only to the extent legally required; (c) pay such withheld amounts to the appropriate tax authority; (d) provide Varicent with official receipts or other documentation evidencing payment; and (e) gross up all payments to Varicent such that Varicent receives the full amount of Fees as if no withholding had occurred.
- 7.5 **Late Fees.** Customer will pay a late fee of up to one and one-half percent per month (not to exceed the maximum allowed under applicable laws) on all balances not paid when due on account of all invoices which are not reasonably in dispute. Customer will reimburse Varicent for all reasonable costs incurred by Varicent in collecting any late payment or interest, including legal fees.

8. INTELLECTUAL PROPERTY OWNERSHIP

- 8.1 **Reservation of Rights.** Other than the rights expressly granted in this Agreement (a) all right, title and interest in Services and Documentation (including all intellectual property and other proprietary rights in Services and Documentation) is owned by Varicent and its third party licensors (as applicable); (b) nothing in this Agreement shall assign, transfer or convey to Customer any title, rights or interest to any intellectual property (including in Services and Documentation); and (c) Varicent retains ownership of all usage data and metadata generated from Customer's use of the Services, including navigational, transactional, technical, statistical and analytical data ("Usage Data"). Varicent reserves all rights not expressly granted to Customer in this Agreement.
- 8.2 **Customer Data.** Subject to the access and license rights granted in this Agreement, all Intellectual Property Rights in Customer Data are owned by Customer. Customer grants to Varicent a non-exclusive, worldwide, fully paid up and royalty-free license to use, reproduce, display, distribute, publish, perform, create derivative works from, process, transmit, provide and store Customer Data for the purpose of providing, enhancing, developing, diagnosing and correcting Services. Varicent may create and use data that is aggregated and de-identified so that it does not identify Customer, any User or any individual ("Aggregated Data") for the purpose of operating, improving, developing and benchmarking Varicent's products and services, and Aggregated Data shall be owned by Varicent.
- 8.3 **Documentation.** Varicent grants to Customer a limited, non-transferable, non-exclusive, worldwide, fully paid up and royalty-free license to use and reproduce the Documentation for Customer's internal business purposes in connection with Customer's access and use of Services.
- 8.4 **Feedback.** Customer grants to Varicent and its Affiliates an irrevocable, perpetual, unlimited, transferable, exclusive, worldwide, fully paid up and royalty-free license to use, distribute, disclose, make and incorporate into Services any suggestion,

enhancement request, recommendation, correction or other feedback provided by Customer relating to Services.

9. CONFIDENTIAL INFORMATION

- 9.1 **"Confidential Information"** means all confidential or proprietary information of a Party (the "**Disclosing Party**") disclosed to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes Customer Data, Documentation, the terms and conditions of this Agreement (including all Orders and Fees), business and marketing plans, technology and technical information, Usage Data, application programming interfaces, computer code, techniques, methods of operation, specifications, trade secrets and business processes, and specifically includes: technical architecture, algorithms, data models, calculation methodologies, workflow processes, user interface designs, integration patterns and any other information that provides competitive advantage or reveals Varicent's proprietary methods of operation.
- 9.2 **Treatment of Confidential Information.** The Receiving Party shall not use or disclose Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. Each Party retains all ownership rights to its Confidential Information. The Receiving Party shall use at least the same level of care to prevent unauthorized use or disclosure of Confidential Information as it uses for its own confidential and proprietary information, but in no event less than a reasonable standard of care. The confidentiality obligations contained in this Section 9 supersede and replace any prior non-disclosure agreement between the Parties regarding the subject matter of this Agreement. The Receiving Party shall only make available Confidential Information to its Affiliates, employees and contractors on a need-to-know basis, provided such recipients are subject to contractual obligations of confidentiality no less restrictive than the restrictions set out in this Section 9 with respect to the use and disclosure of Confidential Information. The Receiving Party shall be responsible for any unauthorized use or disclosure of any Confidential Information by its Affiliates, employees and contractors. The confidentiality obligations set forth in this Section 9 shall survive termination of this Agreement for a period of five years; provided, that obligations with respect to trade secrets shall survive for so long as such information remains a trade secret under applicable laws.
- 9.3 **Permitted Disclosure.** The obligations of confidentiality set out in this Section 9 shall not apply to any Confidential Information that (a) is publicly available when it is received by or becomes known to the Receiving Party or that subsequently becomes publicly available through no fault of the Receiving Party (but only after it becomes publicly available); (b) is established by evidence to have been already known to the Receiving Party at the time of its disclosure to the Receiving Party and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind; (c) is independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party as established by evidence; (d) is received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party who the Receiving Party had no reason to believe was not lawfully in possession of the information free of any obligation of confidence of any kind; or (e) the Receiving Party is required to disclose by applicable laws or in response to an order of a court or other governmental authority; provided, that the Receiving Party provides the Disclosing Party with prompt notice of any such requirement to disclose (to the extent legally permitted) so that the Disclosing Party may seek a protective order or applicable relief.
- 9.4 **Injunctive Relief.** The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party and that, in the event of such unauthorized disclosure, the Disclosing Party shall be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 **Varicent.** Varicent represents and warrants that (a) Services shall function as described in the Documentation in all material respects; (b) it shall use reasonable efforts to scan for Malicious Code; and (c) it shall provide Services using commercially reasonable care and skill and in accordance with laws applicable to Varicent's performance of Services to Customer.
- 10.2 **Customer.** Customer represents and warrants that (a) it owns all rights, title and interests in, or has a license to, all Customer Data shared with Varicent; (b) it has the necessary rights and consents to provide Customer Data to Varicent; (c) it has the necessary rights to grant the licenses granted by Customer to Varicent in this Agreement; and (d) Customer Data shared with Varicent complies with all applicable license requirements and does not violate any applicable laws.
- 10.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

11. LIABILITY

- 11.1 **Indemnity by Varicent.** Subject to Sections 11.2 and 11.4, Varicent shall (a) defend and hold harmless Customer from and against any claim Services infringe a third party's intellectual property right; and (b) indemnify Customer for any damages and reasonable legal fees finally awarded by a court of competent jurisdiction with respect to such claim. Varicent's obligations under this Section 11.1 will not apply to the extent the claim results from: (i) Customer Data shared with Varicent; (ii) modifications to Services requested by Customer or not approved by Varicent; (iii) use of Services by Customer in violation of the terms of this Agreement or Documentation; (iv) any extension developed to meet Customer's technical specifications not described in the Documentation; or (v) bundling, combining, integrating or interfacing of Services by Customer with any non-Varicent products, processes, software, hardware or materials (unless expressly authorized by Varicent).
- 11.2 **Replacement Services.** If any part of Services becomes, or in the reasonable opinion of Varicent is likely to become, the subject of a claim of intellectual property infringement as described in Section 11.1 Varicent may at its own expense (a) modify Services

so that it is no longer infringing; (b) obtain a license to enable Customer to continue using Services in accordance with this Agreement; (c) replace Services with a functionally equivalent service; or (d) terminate the applicable Services if Varicent issues to Customer a refund for any prepaid Fees applicable to the remaining term of the Order. Sections 11.1 and 11.2 state Varicent's exclusive obligations and Customer's exclusive remedies with respect to any claim for intellectual property infringement relating to Services.

- 11.3 **Indemnity by Customer.** Subject to Section 11.4, Customer will indemnify, defend and hold harmless Varicent from and against any third party claim arising out of: (a) Customer Data shared with Varicent; (b) modifications to Services requested by Customer or not approved by Varicent; (c) use of Services by Customer in violation of the terms of this Agreement or Documentation; (d) any extension developed to meet Customer's technical specifications not described in the Documentation; or (e) Customer's bundling, combining, integrating or interfacing Services with any non-Varicent products, processes, software, hardware or materials (unless expressly authorized by Varicent).
- 11.4 **Indemnity Procedure.** A Party's indemnification obligations in Sections 11.1 or 11.3 shall only apply if (a) the indemnified Party promptly gives the indemnifying Party written notice of the indemnity claim; (b) the indemnified Party gives the indemnifying Party sole control of the defense and settlement of the indemnity claim (provided any settlement unconditionally releases the indemnified Party of all liability); and (c) the indemnified Party provides the indemnifying Party all reasonable assistance to enable the indemnifying Party to defend and settle the indemnity claim.
- 11.5 **Cap on Liability.**
- (a) The aggregate liability of each Party, its respective Affiliates and their officers, directors, employees and agents, arising out of or related to this Agreement, regardless of the nature of the claim (including negligence), shall be limited to the Fees paid or payable by Customer and its Affiliates to Varicent for Services during the 12 month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.
 - (b) In no event shall either Party, its respective Affiliates and their officers, directors, employees and agents have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill or indirect, special, incidental, consequential, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability even if a Party or its Affiliates have been advised of the possibility of such damages.
 - (c) The exclusions in Sections 11.5(a) and 11.5(b) shall not apply to damages or liabilities arising from (i) fraud or willful misconduct; (ii) payment of Fees; (iii) breach by Customer of Section 3.2 (Usage Restrictions); (iv) indemnification obligations set out in Sections 11.1 and 11.3; or (v) any liability which cannot be excluded or limited under applicable laws.

12. DISPUTE RESOLUTION

- 12.1 If any dispute, disagreement, controversy, claim or allegation arises between the Parties relating to this Agreement (a "Dispute"), the Parties shall in good faith attempt to promptly and amicably resolve the Dispute in accordance with the following process:
- 12.2 The Party initiating the Dispute shall provide notice to the other Party of the existence of the Dispute, which notice shall (a) be provided in accordance with Section 13.2 of this Agreement; and (b) include reasonably detailed information containing the nature of the Dispute.
- 12.3 Each Party shall designate a relationship manager (the "Relationship Managers") who shall meet to attempt to resolve the Dispute.
- 12.4 If the Relationship Managers are unable to resolve the Dispute within 10 days following the date the notice of Dispute was given (or such other date as mutually agreed upon by the Parties in writing), the Dispute shall be escalated to a senior corporate executive, officer or representative of each Party (the "Senior Executives") to attempt to resolve the Dispute.
- 12.5 If the Senior Executives are unable to resolve the Dispute within 14 days following the date the Dispute was escalated to the Senior Executives, then each Party may take whatever steps are necessary to protect its interests. Any Dispute that is submitted to the process described in this Section 12 shall not be the subject of litigation or other formal proceeding between the Parties before being considered by the Senior Executives in accordance with this Section 12; provided, however that either Party may seek injunctive or equitable relief without complying with the process described in this Section 12.
- 12.6 If any Party commences any action or other proceeding to enforce or interpret this Agreement, or to collect any amount payable under it, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, all reasonable costs and expenses incurred in connection with that proceeding and with any pre-litigation demand, collection or enforcement efforts, including reasonable attorneys' fees and disbursements, expert and consultant fees, court filing and administrative fees, deposition and transcript costs, and all costs of appeal and of enforcing or collecting on any judgment. For purposes of this Section 12.6, the "prevailing Party" is the Party that obtains substantially the relief it sought, whether by judgment, settlement, dismissal or otherwise, as determined by the court and the "non-prevailing Party" is the other Party. Amounts recoverable under this Section 12.6 shall be payable within 30 days after written demand.

13. GENERAL

- 13.1 **Contracting Entity. Governing Law.** The Varicent legal entity entering into this Agreement, the governing law that applies to this Agreement and the courts that have exclusive jurisdiction over this Agreement shall depend on where Customer is domiciled as set out below:

CUSTOMER'S DOMICILE	VARICENT LEGAL 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	Manhattan, New York, United States
Canada, Peru, Argentina, Mexico, and other countries within Central or South America or Caribbean	Varicent Canada Opco Ltd.	Province of Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
Europe (excluding 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

- 13.2 **Notice.** Any notice to be given under this Agreement shall be in writing and effectively given if (a) delivered personally; (b) sent by prepaid courier service; or (c) sent by email. Notices shall be sent to Customer at its mailing address or email address set forth in the applicable Order. Notices shall be sent to Varicent at (i) 5000 Yonge St., Suite 500, Toronto, Ontario, Canada M2N 7E9, Attention: Varicent; or (ii) legal@varicent.com. Any notice delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is delivered. Any notice or other communication transmitted by electronic mail shall be deemed given and received on the day of its transmission. Either Party may change its address by giving 10 days' prior written notice in accordance with the terms of this Section 13.2. Each Party consents to the delivery of electronic notices under this Agreement.
- 13.3 **Publicity.** Customer consents to Varicent's use of Customer's name, trademarks, service marks, logos and brand names in Varicent's marketing, promotional and similar materials, including on its website, to identify Customer as a customer of Varicent and to describe in general terms the nature of the relationship between the Parties. Any other use will require Customer's prior written consent.
- 13.4 **Survival.** The provisions of Sections 2.3, 2.5, 3.2, 6.2, 6.3, 7, 8.4, 9, 11, 12, 13.1, 13.2, 13.3, 13.4 and any other terms in this Agreement which expressly state that such terms shall survive or are necessary to survive to give effect to the surviving terms, shall survive the termination or expiration of this Agreement.
- 13.5 **Third Parties.** Except as otherwise expressly stated in this Agreement, nothing contained in this Agreement is intended to confer upon any person who is not a Party any rights, benefits or remedies of any kind or character whatsoever, and no such person shall be deemed a third-party beneficiary under this Agreement.
- 13.6 **Exclusivity.** The commercial relationship under this Agreement is non-exclusive. Nothing in this Agreement shall prevent Varicent from providing any services to any other person or Customer from purchasing any services from another person.
- 13.7 **Further Assurance.** The Parties agree from time to time to execute such further agreements or other documents, and do all such other acts and things as may be necessary or desirable, to give effect to the terms of this Agreement.
- 13.8 **Entire Agreement and Paramountcy.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior agreements, proposals, understandings, letters of intent, negotiations and discussions between the Parties, whether oral or written, regarding the subject matter of this Agreement. In the event of any conflict or inconsistency among this Agreement and any Order, the terms of this Agreement shall prevail to the extent of the conflict or inconsistency, unless otherwise expressly described in an Order. The Parties agree that any term or condition stated in any Customer issued purchase order or in any other Customer ordering document (excluding an Order) is void.
- 13.9 **Export Controls.** Customer acknowledges that Services are subject to applicable export control laws and regulations, including those administered by the United States government. Customer shall not, directly or indirectly, make the Services available to any person or entity that (a) is located in, or is a national or resident of, any country or territory subject to comprehensive economic sanctions or embargo by the United States government; (b) is identified on any restricted party list by the United States government; or (c) is otherwise prohibited from receiving the Services under applicable export control laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. To the extent applicable, each Party represents and warrants that it is (i) not a Covered Person or Country of Concern under United States law 28 C.F.R. Part 202; (ii) not a majority-owned subsidiary of any entity located or headquartered in any country or territory subject to comprehensive economic sanctions or embargo by the United States government (a "Sanctioned Country"); and (iii) not an entity majority-owned by citizens of a Sanctioned Country, or majority-owned by entities headquartered in any Sanctioned Country.
- 13.10 **Force Majeure.** Except for Customer's payment obligations, neither Party shall be in breach of this Agreement nor liable for any delay or failure to perform its obligations under this Agreement if such delay or failure results from a Force Majeure Event. "Force Majeure Event" means any cause beyond a Party's reasonable control, including: (a) acts of God, natural disasters, earthquakes, floods, hurricanes, or severe weather conditions; (b) epidemics, pandemics, or other public health emergencies; (c) acts of government, civil or military authorities, or changes in applicable law; (d) war, terrorism, civil unrest, riots, or strikes; (e) fire, explosion, or other industrial accidents; or (f) widespread internet, telecommunications, or utility outages affecting the general public. The Party affected by a Force Majeure Event shall: (i) promptly notify the other Party in writing of the event and its expected duration; (ii) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event; and (iii) resume performance as soon as reasonably practicable after the event ceases. If a Force Majeure Event continues for more than 180 consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

- 13.11 **Independent Contractor.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party shall be solely responsible for payment of all compensation, benefits, premiums and taxes required to be paid on behalf of its employees and contractors.
- 13.12 **Amendments and Waiver.** Except as outlined in Section 2.3, no amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver, unless otherwise expressly stated in a waiver.
- 13.13 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to applicable laws, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by applicable laws and the remaining provisions shall remain in effect.
- 13.14 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however either Party may assign this Agreement without the other Party's consent: (a) to an Affiliate; (b) in connection with a *bona fide* corporate reorganization, merger or consolidation; (c) in connection with a sale or transfer of all or substantially all of its business or assets to which this Agreement relates; or (d) in connection with a change of control transaction or similar business combination, whether by contract, operation of law or otherwise.
- 13.15 **Currency.** Unless expressly stated otherwise in this Agreement or Order, all amounts referred to in this Agreement are expressed in United States Dollars.
- 13.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement, and each Party may deliver such executed counterpart electronically to the other Party.

SCHEDULE A

SOFTWARE SCHEDULE

1. Definitions

- 1.1 The definitions applicable to this Software Schedule are set out in Appendix 1 to this Software Schedule, which forms part of and is incorporated by reference into this Software Schedule.

2. Incentive Compensation Management

- 2.1 **Incentive Services.** Incentive Services automate the process of calculating, reporting and administering variable-based pay, such as sales commissions and bonus programs.
- 2.2 **Entitlements.** Orders will specify the total number of Entitlements allocated to Customer for Incentive Payees, Data Volume and AI Credits. Customer may increase its Entitlements at any time by executing a new Order with Varicent but may not decrease or reduce previously purchased Entitlements.
- 2.3 **Packages.** To receive Incentive Services, Customer must subscribe to the following Package which will be set out in the applicable Order. The Package requires the purchase of Assist Credits and Impact Credits. However, Customer may elect to exclude from the Package (a) one of the two types of AI Credits; or (b) all AI Credits, and any such election will be indicated in the Order with Fees adjusted accordingly.

Incentive Services Entitlements	Package
Package	Enterprise Prime
Instances Included	One Production Instance Up to Two Non-Production Instances
Administrative Users	(a) For Incentive Services, One Administrative User for every 25 Payees; and (b) For ELT, five Administrative Users
ELT	Included
Standard Pipe	Included
Big Pipe	Not included
AI Credits	Assist Credits and Impact Credits Required
Advanced Algorithm Library	Not included
Included VIP Services	Not included
Data Retention	Seven Years
Recovery Time Objective	24 hours
Response Time Service Level Objectives	Business SLO

3. Sales Planning

- 3.1 **SP Services.** SP Services provide Customers with territory and quota planning tools to enable the efficient planning and organization of Customer's sales deployment models. Standard Pipe is included for SP Services.
- 3.2 **Entitlements.** Orders will specify the total number of Entitlements allocated to Customer for SP Payees. Customer may increase its Entitlements at any time by executing a new Order with Varicent but may not decrease or reduce previously purchased Entitlements.

4. AI Features

- 4.1 **Description.** Varicent Software includes various AI Features to enhance efficiency, automate processes and provide intelligent insights and recommendations.
- 4.2 **Customer Controls.** Customer may (a) enable or disable AI Features in whole or in part at any time; and (b) configure which categories of Customer Data are processed by AI Features.
- 4.3 **AI Credits.** Customer must purchase AI Credits to use AI Features. Varicent offers two types of AI Credits: Impact Credits and Assist Credits. The number and type of AI Credits purchased are described in an Order. AI Credits are consumed based on Customer's use of AI Features. The rate of consumption depends on the specific AI Features used, the complexity of the request and the volume of data processed. Varicent will (a) provide Customer with visibility into AI Credit consumption and remaining balance; and (b) determine consumption rates which may change from time to time. When the balance of AI Credits reaches zero, Customer will no longer be able to use AI Features until additional AI Credits are purchased. AI Credits are non-transferable and may not be exchanged, converted or substituted for any other type of AI Credit; provided, however Customer may exchange

Impact Credits and Assist Credits at a fixed ratio, with one Impact Credit deemed equal to three Assist Credits for exchange purposes, and vice versa. For example, one Impact Credit may be exchanged for three Assist Credits and three Assist Credits may be exchanged for one Impact Credit. Exchanges may be processed by Administrative Users within the Varicent Software or by Customer entering into a new Order.

- 4.4 **Rollover.** Unless expressly otherwise described in an Order, at the end of a Credit Period, Customer may roll over any unused AI Credits that were purchased during that Credit Period, up to a maximum of 20% of the total AI Credits purchased for that Credit Period, into the immediately following Credit Period. Any unused AI Credits in excess of this amount, or any unused AI Credits not purchased during that Credit Period, will expire and be forfeited. Rolled-over AI Credits shall automatically expire if not used within 90 days from the date they are rolled over. Upon Order termination, any remaining unused AI Credits, including any previously rolled-over AI Credits, will expire and be forfeited.
- 4.5 **New AI Features.** Varicent may introduce new AI Features from time to time. Unless otherwise described in an Order, new AI Features shall be made available to Customer on an opt-in basis and shall consume AI Credits.
- 4.6 **AI Providers.** AI Features are supported by models and APIs offered by Varicent's Sub-processors ("AI Providers"). Varicent shall use commercially reasonable efforts to ensure that Customer Data is not used by AI Providers to train, improve or develop their models or services. If OpenAI is not already approved, Customer consents to (i) adding OpenAI as an approved AI Provider and Sub-processor; and (ii) the processing of Customer Data by OpenAI in the United States and Europe. Customer's use of AI Features is subject to Customer's compliance with the applicable terms, policies and codes of conduct of the AI Providers that support the AI Features (collectively, "AI Provider Terms"), as such terms exist and are modified from time to time by the AI Providers. AI Provider Terms include OpenAI's Usage Policies (<https://openai.com/policies/usage-policies>). Varicent shall make current versions of AI Provider Terms available to Customer upon written request. Customer acknowledges that AI Providers may update their AI Provider Terms from time to time without Varicent's control or advance notice to Varicent.
- 4.7 **Limitations.** AI Features and any Output Content generated by AI Features ("AI Output Content") are provided "as is". Varicent makes no representations or warranties of any kind regarding AI Features and AI Output Content. Customer is solely responsible for its use of AI Features and for reviewing, evaluating and determining the suitability of any AI Output Content before use or reliance. To the maximum extent permitted by applicable laws, and notwithstanding any other provisions of this Agreement (a) any interruption, degradation, unavailability or performance issues that result from or are caused by an AI Provider shall be excluded from all service level calculations and remedies set out in the Agreement; and (b) in no event shall Varicent be liable for any damages arising from or in connection with Customer's access to, use of or inability to use AI Features or AI Output Content.

5. Revenue Performance Suite

- 5.1 RPS Services include a Package and SP Services.

6. Add Ons

- 6.1 Customer may purchase any of the following Add Ons which, if purchased, will be described in an Order.
- (a) **Additional Active Payees.** This Add On increases the number of Active Payees.
 - (b) **Additional Administrative User.** This Add On provides one additional Administrative User for either Incentive Services or ELT.
 - (c) **Additional Data Volume.** This Add On increases the total Data Volume Entitlement.
 - (d) **Additional Inactive Payees.** This Add On increases the number of Inactive Payees.
 - (e) **Additional Non-Production Instance.** This Add On provides one additional Non-Production Instance for either Incentive Services, ELT or SP Services.
 - (f) **Additional Payees.** This Add On increases the total Payee Entitlement for either Incentive Services, ELT or SP Services.
 - (g) **Additional Production Instance.** This Add On provides one additional Production Instance for either Incentive Services, ELT or SP Services.
 - (h) **Advanced Algorithm Library.** This Add On provides Customer with advanced analysis tools such as predictive analytics and forecasting.
 - (i) **Big Pipe.** This Add On provides Big Pipe for either Incentive Services or SP Services.
 - (j) **Data History Premium on Cloud.** This Add On provides one additional year of Data Retention.
 - (k) **Dedicated RDS.** This Add On provides Customer with a dedicated database to host Varicent Software.
 - (l) **Non-Standard Payee.** This Add On provides an additional Payee who uses the Incentive Services for non-standard purposes. The functionality of Non-Standard Payees is described in an Order.
 - (m) **Premium Performance Element.** This Add On provides one Premium Performance Element for Incentive Services.
 - (n) **Sales Portal Analytics.** This Add On provides access to a dedicated "User Activity" tab, which offers detailed, user-level interaction records in addition to summary and page-level views. The tab captures granular activity data to support

auditability, adoption tracking and usage analysis.

- (o) **Viewer Only Payee.** This Add On designates a Payee with read-only access to Varicent Software, preventing the Payee from modifying any data.
- (p) **VIP Services.** This Add On provides additional VIP Services.

[End of Software Schedule]

APPENDIX 1 TO SCHEDULE A

SOFTWARE SCHEDULE DEFINITIONS

1. Definitions

All capitalized terms used but not defined in this Software Schedule shall have the meaning given in the Agreement. In this Software Schedule:

- 1.1 “Active Payee” means a Payee (a) whose information is processed by the Incentive Services; and (b) designated as “Active” in the “System Effective Dated Payee” table.
- 1.2 “Add On” means any enhancements to Varicent Software purchased by Customer as described in an Order.
- 1.3 “Administrative User” means a User who has been granted elevated permissions by Customer to build compensation plan logic, construct reports and configure aspects of the Varicent Software.
- 1.4 “AI Credits” means units purchased by Customer that may be redeemed solely for access to AI Features.
- 1.5 “AI Features” means components of Varicent Software which utilize generative artificial intelligence models and APIs.
- 1.6 “AI Output Content” has the meaning given in Section 4.7 of this Software Schedule.
- 1.7 “AI Provider Terms” has the meaning given in Section 4.6 of this Software Schedule.
- 1.8 “AI Providers” has the meaning given in Section 4.6 of this Software Schedule.
- 1.9 “Assist Credits” means AI Credits used to support Users in completing a task, such as drafting, analyzing, explaining or answering questions, within a single role or workflow. They are designed for high-frequency, day-to-day productivity use.
- 1.10 “Big Pipe” means enhanced data processing capabilities within Incentive Services or SP Services for high data volumes, frequent data integration and support for complex datasets. Big Pipes accommodate expanded data ingestion capacity, enhanced transformation performance and support for high-frequency data loads. Use of Big Pipes with low data volumes may result in degraded performance.
- 1.11 “Credit Period” means the discrete period described in an Order during which a specified quantity of AI Credits is allocated to Customer and may be used.
- 1.12 “Customer Data” has the meaning given to such term in the Agreement and, if not so defined, means the (a) electronic data and information imported to Varicent Software by Customer, its Affiliates and Users to enable the provision of Varicent Software; and (b) output, results or data generated by the Varicent Software that is derived from or based upon such imported data and information (“Output Content”).
- 1.13 “Data Retention” means the period of time Customer Data is retained by Varicent commencing at the beginning of the applicable Order.
- 1.14 “Data Volume” means the maximum number of Record Lines that may be imported to Customer’s Production Instances during each consecutive 12 month period commencing at the beginning of the applicable Order and each anniversary of such date.
- 1.15 “ELT” means the Varicent Software named “Varicent Extract Load Transform”.
- 1.16 “Entitlements” has the meaning given to such term in the Agreement and, if not so defined, means the specific rights and allocations granted to Customer to access certain features, functions or quantities of Varicent Software as described in an Order.
- 1.17 “Impact Credits” means AI Credits used to affect multiple roles, workflows or decisions simultaneously, shaping how plans, processes or performance operate across the system. They are designed for multi-step, cross-functional or structurally transformative use cases.
- 1.18 “Inactive Payee” means a Payee who is designated as “Inactive” in the “System Effective Dated Payee” table. Customer may convert an Inactive Payee to an Active Payee at any time.
- 1.19 “Incentive Services” means the Varicent Software named “Incentives”.
- 1.20 “Included VIP Services” means, for each Quarter, 20 hours of VIP Services which may only be used for model review, enablement of new features and guidance on best practices. Notwithstanding Section 5.2 of Schedule B, any Included VIP Services which are unused during a Quarter expire at the end of the Quarter.
- 1.21 “Non-Production Instance” means a dedicated computing environment that is configured for testing, development, staging, training or disaster recovery and is not functionally live. Customer cannot use a Non-Production Instance for Production Instance purposes.
- 1.22 “OpenAI” means OpenAI, LLC.
- 1.23 “Output Content” has the meaning given in the definition of Customer Data.

- 1.24 “Package” has the meaning given to such term in the Agreement and, if not so defined, means a bundle of Varicent Software, features and Usage Limits offered by Varicent which have been selected by Customer and are described in an Order.
- 1.25 “Payee” means an individual whose compensation information is submitted to the Varicent Software for processing.
- 1.26 “Premium Performance Element” means technical features and functionality that enhance performance of Incentive Services.
- 1.27 “Production Instance” means a dedicated computing environment configured to enable Customer to access Varicent Software and any Add Ons.
- 1.28 “Quarter” means each successive period of three Months commencing on the date Customer first accesses Varicent Software.
- 1.29 “Record Line” means a single row or entry in a structured data format that contains information about Payees imported to a Production Instance for processing as part of the Incentive Services. For clarity, any purged data that is then re-imported is considered a new Record Line.
- 1.30 “Recovery Time Objective” means the time by which Customer’s access to Varicent Software will be restored following an outage, excluding any delays caused by a Force Majeure Event.
- 1.31 “Response Time Service Level Objectives” means the applicable response time to a Support Ticket.
- 1.32 “RPS Services” means the Varicent Software named “Revenue Performance Suite”.
- 1.33 “SP Services” means the Varicent Software named “Sales Planning”.
- 1.34 “Standard Pipe” means support within Incentive Services or SP Services for moderate data volume and processing needs for regular data flows, standard reporting and analytic tasks for routine business requirements. Standard Pipes are not intended for the processing of high-volume data or complex analytics beyond normal operational needs. Use of Standard Pipes with high data volumes may result in degraded performance or a need to purchase Big Pipe.
- 1.35 “Sub-processor” has the meaning given to such term in the Agreement and, if not so defined, means any Processor appointed by Varicent to Process Customer Personal Information on behalf of Customer under the Agreement.
- 1.36 “Support Ticket” has the meaning given to such term in the Agreement and, if not so defined, means any request submitted to Varicent’s support ticketing system requesting Support Services or advising of a Service Interruption.
- 1.37 “Usage Limit” has the meaning given to such term in the Agreement and, if not so defined, means the usage limits specified in each Order and this Agreement.
- 1.38 “Varicent Software” has the meaning given to such term in the Agreement and, if not so defined, means the proprietary software-as-a-service platform made available by Varicent to Customer as described in an Order.
- 1.39 “VIP Services” has the meaning given to such term in the Agreement and, if not so defined, means certain enhanced Support Services purchased by Customer as described in an Order.

[End of Appendix 1 to Schedule A]

SCHEDULE B

SUPPORT SERVICES SCHEDULE

1. Definitions

All capitalized terms used but not defined in this Support Services Schedule shall have the meaning given in the Agreement. In this Support Services Schedule:

- 1.1 “Initial Month” means the Month in which Customer first accesses Varicent Software pursuant to the Agreement.
- 1.2 “Maintenance” means any upgrades, fixes, patches, amendments, changes, alterations, modifications or other improvements to Varicent Software and made generally available to other customers of Varicent.
- 1.3 “Quarter” means each successive period of three Months commencing on the date Customer first accesses Varicent Software.
- 1.4 “Service Availability” means the uptime of Varicent Software and is measured by subtracting from total minutes in a Month, the total minutes of Service Interruption in such Month commencing from the time Varicent receives a Support Ticket from Customer notifying Varicent of the Service Interruption, divided by the total minutes in such Month, and then multiplied by 100.
- 1.5 “Service Credit” has the meaning given in Section 2.1.
- 1.6 “Service Interruption” means the period of time that a Customer’s Production Instance is (a) not available for use; or (b) substantially not functioning, but excludes any downtime resulting from any (i) Maintenance; (ii) failures caused by any act or omission of Customer, its Affiliates or Users; or (iii) outages of third party data sources, connections, utilities or services or other reasons beyond Varicent’s control.
- 1.7 “Severity Level” has the meaning given in Section 3.1.
- 1.8 “Standard” has the meaning given in Section 2.1.
- 1.9 “Support Service Hours” means 9:00am-5:00pm Monday to Friday in Customer’s domicile as set out in the applicable Order.
- 1.10 “Support Ticket” means any request submitted to Varicent’s support ticketing system requesting Support Services or advising of a Service Interruption.
- 1.11 “TAM” means the technical account manager assigned by Varicent to provide certain VIP Services. No TAM is provided as part of Included VIP Services.
- 1.12 “Technical Support” has the meaning given in Section 3.1.
- 1.13 “VIP Services” means certain enhanced Support Services as further described in Section 5.
- 1.14 “VIP Services Hours” has the meaning given in Section 5.2.

2. Availability Standard

- 2.1 Following the Initial Month, Varicent will use commercially reasonable efforts to ensure the Service Availability for Varicent Software during any Month is at least 99.9% (the “Standard”). If Varicent does not meet the Standard in any Month (other than the Initial Month), Varicent shall apply a credit (a “Service Credit”) for the portion of Fees for Varicent Software attributable to such Month on a pro-rated basis, as follows:

Service Availability	Service Credit
Less than 99.9% to greater than or equal to 99%	2%
Less than 99% to greater than or equal to 95%	5%
Less than 95%	10%

For example, if annual Fees for Varicent Software equals \$200,000 and in the Month of June there are 600 minutes of Service Interruption, the Service Credit applicable shall be calculated as follows:

- $(43,200 \text{ [total minutes in a 30-day month]}) - (600 \text{ [Service Interruption]}) / 43,200 = 0.986$ [Service Availability for the Month is 98.6%]
- $\$200,000 / 12 \text{ months} = \text{Monthly Fees of } \$16,666.66$
- Service Credit applicable is \$833.33 (5% of \$16,666.66)

- 2.2 Despite Section 2.1 of this Schedule, to be eligible to receive a Service Credit, Customer must submit a Support Ticket requesting a Service Credit within three business days following the end of the Month in which the Service Interruption occurred. Any Service Credits incurred shall be applied to the next invoice for Varicent Software issued to Customer. Service Credits may not

be exchanged for, or converted to, monetary amounts. This Section 2 states Customer's sole and exclusive remedy for any failure by Varicent to meet the Standard.

3. Technical Support

- 3.1 Varicent will provide technical support and troubleshooting assistance ("Technical Support") during the Support Service Hours. Requests for Technical Support must be submitted by Customer by issuing a Support Ticket to Varicent. Customer must assign a severity level (a "Severity Level") for each Support Ticket based on the following guidelines. Varicent will endeavor to respond to a Support Ticket during Support Service Hours in accordance with the following response timelines:

Severity Level	Severity Description	Growth SLO	Business SLO	Premier SLO	Response Time Coverage
1	Critical business impact/service down: A Service Interruption to Varicent Software.	Within 1 Hour	Within 45 Minutes	Within 30 Minutes	24x7x365
2	Significant business impact: A feature or function of Varicent Software 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	Minor business impact: A feature or function of Varicent Software is not performing in accordance with the Documentation but does not result in a critical impact on Customer's business operations.	Within 2 hours during the Support Service Hours	Within 90 Minutes during the Support Service Hours	Within 1 hour during the Support Service Hours	During Support Service Hours
4	Minimal business impact: An inquiry or non-technical request.	Within 3 hours during the Support Service Hours	Within 3 hours during the Support Service Hours	Within 2 hours during the Support Service Hours	During Support Service Hours

- 3.2 Despite any other term in this Support Services Schedule, Varicent shall have no obligation to provide Support Services nor any Service Credits to address issues caused by factors outside of Varicent's direct control, such as (a) configurations, modifications, settings or changes made to Varicent Software not approved by Varicent; (b) use of Services by Customer in violation of the terms of this Agreement or Documentation; (c) any extension developed to meet Customer's technical specifications not described in the Documentation; or (d) Customer's bundling, combining, integrating or interfacing Services with any non-Varicent products, processes, software, hardware or materials (unless expressly authorized by Varicent).

4. Requesting Support

- 4.1 To obtain Support Services, Customer must submit a Support Ticket. Varicent shall assign a unique case number to each Support Ticket.
- 4.2 If submitting a Support Ticket of Severity Level one, Customer must also (a) set the Severity Level on the Support Ticket to state: "Sev 1 – Critical Impact/Service Down;" or (b) email support@varicent.com and state "Sev1" in the subject line, failing which the Support Ticket shall not be considered a Severity Level one Support Ticket.
- 4.3 To speak directly with a member of Varicent's Support Services team, Customer must email support@varicent.com and state "Call Me" in the subject line and a member of Varicent's Support Services team shall promptly respond.

5. VIP Services

- 5.1 Customer may purchase VIP Services. The specific VIP Services purchased will be described in an Order. Examples of VIP Services include assignment of a TAM to assist with any of the following:
- (a) **Performance and Support Review.** Reviewing Varicent Software performance, platform metrics, usage reporting and Support Ticket management.
 - (b) **Feature Optimization and Roadmap Planning.** Assessing the impact and optimization of new features and bug fixes in Varicent Software on a Customer tailored basis. Varicent may share product roadmaps to support Customer's plans and needs. The TAM may also advocate internally for features beneficial to Customer and assist with data model modernization initiatives.
 - (c) **Annual Performance Assessment.** Providing annual insights on model clean-up, change management and process improvements, as well as a holistic assessment of Varicent Software performance, including model efficiency and scalability.
 - (d) **Best Practices and Ad Hoc Guidance.** Advising on product and architecture best practices, offering guidance on new functionality and reviewing proposed model changes. The TAM may also act as a liaison and assist with issue

investigation, root cause analysis and resolution as needed.

- 5.2 Each Order for VIP Services will specify the number of hours of VIP Services ("VIP Services Hours") that Customer will be allotted each Quarter. Customer may carry over up to ten percent of any unused VIP Services Hours to the following Quarter.

[End of Support Services Schedule]

SCHEDULE C

DATA PROCESSING ADDENDUM

1. Definitions

All capitalized terms used but not defined in this DPA shall have the meaning given in the Agreement. In this DPA:

- 1.1 “Authorized Persons” means the persons that Varicent authorizes to Process Customer Personal Information, including Varicent’s employees, contractors, agents and Sub-processors.
- 1.2 “Controller” means the individual or entity that determines the purposes and means of the Processing of Personal Information.
- 1.3 “Customer Personal Information” means any Customer Data that includes Personal Information that is subject to Data Protection Laws.
- 1.4 “Data Exporter” has the meaning given to such term in Section 7.1 of this DPA.
- 1.5 “Data Importer” has the meaning given to such term in Section 7.1 of this DPA.
- 1.6 “Data Protection Laws” means all applicable laws relating to the privacy or security of Personal Information, including (as applicable): (a) European Data Protection Laws; (b) United States Data Protection Laws; and (c) the *Canada Personal Information Protection and Electronic Documents Act* (“PIPEDA”).
- 1.7 “Data Subject” means the identified or identifiable natural person who is the subject of Personal Information.
- 1.8 “European Data Protection Laws” means, in each case to the extent applicable to the relevant Customer Personal Information or Processing thereof under the Agreement (a) the EU General Data Protection Regulation 2016/679 (“GDPR”); (b) the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the *European Union (Withdrawal) Act 2018* (“UK GDPR”), the *Data Protection Act of 2018*, and all other laws relating to data protection, the processing of Personal Information, privacy, or electronic communications in force from time to time in the United Kingdom (collectively, “UK Data Protection Laws”); (c) the Swiss Federal Act on Data Protection (“FADP”); and (d) any other applicable law, rule, or regulation related to the protection of Personal Information in the European Economic Area, United Kingdom, or Switzerland that is already in force or that will come into force during the term of this DPA.
- 1.9 “Mandated Auditor” has the meaning given to such term in Section 6 of this DPA.
- 1.10 “Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, including any information that is defined as “personally identifiable information,” “personal information,” “personal data” or other similar term under Data Protection Laws.
- 1.11 “Permitted Purpose” has the meaning given to such term in Section 2.1 of Appendix 1.
- 1.12 “Privileged Access” has the meaning given in Section 5.1 of Appendix 1 to this DPA.
- 1.13 “Process” means any operation or set of operations performed upon Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, alignment, combination, restriction, erasure, destruction or disclosure by transmission, dissemination or otherwise making available.
- 1.14 “Processor” means the individual or entity that Processes Personal Information on behalf of a Controller.
- 1.15 “Security Incident” means a breach of Varicent’s Technical and Organizational Measures that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Information in Varicent’s possession, custody, or control. Security Incidents do not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Information, including unsuccessful log-in attempts, pings, port scans, denial of service attacks or other network attacks on firewalls or networked systems.
- 1.16 “Sell” has the meaning given to such term in the CCPA/CPRA.
- 1.17 “Sensitive Personal Information” means any Personal Information that due to the nature of the Personal Information is considered sensitive, including but not limited to health information, banking information, financial information, social security numbers, government identification numbers, passports, payment card data or as otherwise similarly defined in applicable Data Protection Laws.
- 1.18 “Share” has the meaning given to such term in the CCPA/CPRA.
- 1.19 “Standard Contractual Clauses” means the European Commission’s decision (C(2021)3972) of 4 June 2021 on Standard Contractual Clauses (Module Two: Controller to Processor or Module Three: Processor to Processor, as applicable) for the transfer of Personal Information to third countries pursuant to Regulation (EU) 2016/679 (available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en), which are incorporated into this DPA by reference.

- 1.20 “Sub-processor” means any Processor appointed by Varicent to Process Customer Personal Information on behalf of Customer under the Agreement.
- 1.21 “Sub-processor List” has the meaning given to such term in Section 4.1 of this DPA.
- 1.22 “Supervisory Authority” means an independent competent public authority established or recognized under Data Protection Laws.
- 1.23 “Technical and Organizational Measures” means the measures set out in APPENDIX 1 attached to this DPA, and any additional measures expressly set out in this DPA.
- 1.24 “UK Addendum” has the meaning given in Section 7.1(r)(i) of this DPA.
- 1.25 “United States Data Protection Laws” means, in each case to the extent applicable to the relevant Customer Personal Information or Processing thereof under the Agreement (a) the *California Consumer Privacy Act of 2018* (“CCPA”), as amended by the *California Privacy Rights Act of 2020* (“CPRA”), when effective (collectively, “CCPA/CPRA”); (b) the *Virginia Consumer Data Protection Act* (“VCDPA”), when effective; (c) the *Colorado Privacy Act* (“CPA”), when effective; (d) the *Utah Consumer Privacy Act* (“UCPA”), when effective; (e) any regulation, guideline, or opinion issued by a competent authority concerning the laws identified in the foregoing subparts (a) – (d) above; and (f) any other applicable law, rule, or regulation related to the protection of Personal Information in the United States that is already in force or that will come into force during the term of this DPA.

2. Protection of Customer Personal Information

- 2.1 To the extent that Varicent Processes any Customer Personal Information, Varicent shall Process Customer Personal Information in accordance with the measures set out in **APPENDIX 1** attached to this DPA and implement the Technical and Organizational Measures to protect Customer Personal Information from a Security Incident.
- 2.2 The categories of Customer Personal Information to be Processed by Varicent, the Processing activities to be performed under the Agreement and the duration of the Processing are set out in **APPENDIX 2** attached to this DPA.

3. Customer Obligations

- 3.1 Customer shall be responsible for (a) giving adequate notice and making all appropriate disclosures to Data Subjects regarding Customer’s use and disclosure and Varicent’s Processing of Customer Personal Information; and (b) obtaining all necessary rights and, where applicable, all appropriate and valid consents to disclose such Customer Personal Information to Varicent and to permit the Processing of such Customer Personal Information for the Permitted Purpose or as may be required by Data Protection Laws. Customer shall notify Varicent of any changes in, or revocation of, the permission to use, disclose or otherwise Process Customer Personal Information that would impact Varicent’s ability to comply with this Agreement or Data Protection Laws.
- 3.2 Customer acknowledges that Customer (a) is the Controller of any Customer Personal Information that Varicent Processes on behalf of Customer; and (b) sets permissions for Users to access Customer Personal Information. Customer is responsible for reviewing and evaluating whether the documented functionality of Varicent Software meets Customer’s required security obligations relating to Customer Personal Information under Data Protection Laws.

4. Sub-processors

- 4.1 **Use of Sub-processors.** Varicent may use Sub-processors with access to Customer Personal Information as listed on the Sub-processor List at <https://www.varicent.com/hubfs/Varicent-Subprocessor-List-2024.01.29> (“Sub-processor List”).
- 4.2 **Contractual Requirements.** Customer authorizes the use of Sub-processors listed on the Sub-processor List as of the Effective Date. Varicent shall ensure that each Sub-processor (a) is bound by a written agreement imposing data protection obligations no less protective than those in this DPA; (b) implements appropriate technical and organizational measures; and (c) only processes Customer Personal Information on Varicent’s documented instructions.
- 4.3 **Liability.** Varicent shall be liable for the acts and omissions of its Sub-processors to the same extent Varicent would be liable if performing the Services directly under the terms of this DPA. For the avoidance of doubt, any breach of data protection obligations by a Sub-processor shall be deemed a breach by Varicent, subject to the limitations of liability set forth in the Agreement.
- 4.4 **Change of Sub-processors.** Varicent may engage new or substitute Sub-processors to process Customer Personal Information in connection with the provision of the Services. Varicent will provide Customer with advance notice of no less than 10 days (which may be via email) of any intended addition or replacement of a Sub-processor. If Customer has a reasonable objection to the new Sub-processor based on data protection concerns, Customer must notify Varicent in writing within 10 days of receiving such notice. Varicent will use commercially reasonable efforts to address Customer’s concerns. If Varicent is unable to address the objection to Customer’s reasonable satisfaction, either Party may, as a sole and exclusive remedy, terminate the affected Services by providing written notice to the other Party within 30 days of Varicent’s notice of the new Sub-processor. Continued use of the Services after the notice period will be deemed acceptance of the new Sub-processor.

5. Certification Standards

- 5.1 Varicent Software is compliant with (a) ISO 27001; and (b) SOC 2. Upon request in writing, Varicent shall provide Customer with evidence of compliance with such standards and any other industry standards expressly described in this Agreement.

6. Records and Audit Rights

- 6.1 **Audit.** Varicent shall make available to Customer on request all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections by Customer or an auditor mandated by Customer, not being competitors of Varicent (“Mandated Auditor”) of any of Varicent’s premises where the Processing of Customer Personal Information takes place in order to assess compliance with this DPA. Varicent shall provide reasonable cooperation to Customer in respect of any such audit and shall, at the request of Customer, provide Customer with relevant records of compliance with its obligations under this DPA. Varicent shall promptly inform Customer if, in its opinion, a request infringes the Data Protection Laws or any other confidentiality obligations with Varicent’s other customers. Customer agrees that (a) audits may only occur during normal business hours and, where possible, only after reasonable notice to Varicent (not less than 20 days’ advance written notice); (b) audits will be conducted in a manner that does not have any adverse impact on Varicent’s normal business operations; (c) Customer or Mandated Auditor will comply with Varicent’s standard safety, confidentiality and security procedures in conducting any such audits; and (d) any records, data or information accessed by Customer or Mandated Auditor in the performance of any such audit will be deemed to be the Confidential Information of Varicent. To the extent any such audit requires in excess of 10 hours of Varicent’s personnel time, Varicent may charge Customer on a time and materials basis for any such excess hours.
- 6.2 **Data Protection Impact Assessments.** Upon request, Varicent shall provide reasonable assistance to Customer in conducting any data protection impact assessments or prior consultations with Supervisory Authorities that Customer is required to conduct under Data Protection Laws with respect to Varicent’s Processing of Customer Personal Information, taking into account the nature of Processing and information available to Varicent. Varicent may charge Customer for assistance requiring more than five hours of Varicent personnel time at Varicent’s then-current standard rates.
- 7. Standard Contractual Clauses**
- 7.1 If Customer transfers Customer Personal Information to Varicent that is subject to European Data Protection Laws, and such transfer is not subject to an alternative adequate transfer mechanism under European Data Protection Laws or otherwise exempt from cross-border transfer restrictions, then Customer (the “Data Exporter”) and Varicent (the “Data Importer”) agree that the applicable terms of the Standard Contractual Clauses shall apply to and govern such transfer and are incorporated by reference into this DPA. The Standard Contractual Clauses shall automatically terminate once Customer Personal Information transfer governed by the Standard Contractual Clauses becomes lawful under European Data Protection Laws in the absence of such Standard Contractual Clauses on any other basis. In accordance with Clause 2 of the Standard Contractual Clauses, the Parties wish to supplement the Standard Contractual Clauses with business-related clauses, which shall neither be interpreted nor applied in such a way as to contradict the Standard Contractual Clauses (whether directly or indirectly) or to prejudice the fundamental rights and freedoms of any Data Subjects. Varicent and Customer accordingly agree that the applicable terms of the Agreement and this DPA shall apply if, and to the extent they are permitted under the Standard Contractual Clauses, the following clarifications to the Standard Contractual Clauses:
- (a) **Module.** Module Two terms apply to the extent Customer is a Controller of Customer Personal Information subject to European Data Protection Laws and Module Three applies to the extent Customer is a Processor of Customer Personal Information subject to European Data Protection Laws.
 - (b) **Docking Clause.** The Parties agree Section 7 shall not apply to this Agreement.
 - (c) **Instructions.** For the purposes of clause 8.1(a) of Module 3, Customer’s complete and final instructions to Process Personal Information are set out in the Agreement and this DPA. Any additional or alternate instructions must be consistent with the terms of this Agreement.
 - (d) **Copies of Clauses.** In the event a Data Subject requests a copy of the Standard Contractual Clauses or this DPA in accordance with clause 8.3, the Data Exporter shall make all redactions reasonably necessary to protect business secrets or other confidential information of Data Importer.
 - (e) **Certification of Deletion.** Certification of deletion of Customer Personal Information under clause 8.5 and clause 16(d) shall be provided upon the written request of the Data Exporter.
 - (f) **Security of Processing.** For the purposes of clause 8.6(a), Customer agrees that the Technical and Organizational Measures set forth in this DPA provide a level of security appropriate to the risk with respect to Personal Information. For the purposes of clauses 8.6(c) and 8.6(d) of Module 3, Personal Information breaches will be handled in accordance with this DPA, and breach notifications shall only be sent to Customer.
 - (g) **Onward Transfer Implementation.** The Data Importer shall be deemed in compliance with clause 8.8 to the extent such onward transfers occur in accordance with Article 4 of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
 - (h) **Audits and Certifications.** Any information requests or audits provided for in clause 8.9 of Module 3 shall be fulfilled in accordance with Sections 5 and 6 of this DPA.
 - (i) **Engagement of New Sub-processors.** Pursuant to clause 9(a) Option 2, the Data Exporter acknowledges and expressly agrees that the Data Importer may engage new Sub-processors as described in Section 4 of this DPA. With respect to clause 9, the Parties select the time period set forth in Section 4 of this DPA.
 - (j) **Data Subject Rights.** For the purpose of clause 10 of Module 3, Data Subject requests and related assistance shall be handled in accordance with Section 9 of APPENDIX 1 of this DPA with respect to Module 3, Varicent shall be required to communicate requests only to Customer.

- (k) **Complaints.** The optional language under clause 11 is not applicable.
- (l) **Liability.** The relevant Sections of the Agreement which govern indemnification and limitations of liability, shall apply to the Data Importer's liability under clause 12.
- (m) **Supervisory Authority.** For purposes of clause 13, the following shall apply:
 - (i) **EU Member State.** If Customer is established in an EU Member State, the supervisory authority responsible for compliance by Data Protection Laws shall be the relevant supervisory authority;
 - (ii) **United Kingdom.** If Customer is established in the United Kingdom, the United Kingdom's Information Commissioner's Office shall be the relevant supervisory authority; or
 - (iii) **Switzerland.** If Customer is established in Switzerland, the Swiss Federal Data Protection and Information Commissioner shall be the relevant supervisory authority.
- (n) **Notification of Government Access Requests.** For the purpose of clause 15(1), Varicent shall provide notification to Customer only and not individual Data Subjects.
- (o) **Governing Law.** For the purposes of clause 17, the Parties select the laws of the governing jurisdiction of the Agreement. If the Agreement is not governed by EU law, the Standard Contractual Clauses will be governed by the laws of Ireland, or where the Agreement is governed by the laws and courts of the United Kingdom, the laws of England and Wales.
- (p) **Choice of Forum and Jurisdiction.** For the purposes of clause 18, the Parties agree that any dispute arising from the Standard Contractual Clauses shall be resolved by the courts of Ireland, or where the Agreement is governed by the laws and courts of the United Kingdom, the courts of England and Wales.
- (q) **Annexes.** The Annexes of the Standard Contractual Clauses are populated as follows:
 - (i) Annex I.A is populated with the details as outlined in Section 1 of **APPENDIX 2** of this DPA.
 - (ii) Annex I.B is populated with the details in **APPENDIX 2** of this DPA.
 - (iii) Annex I.C is determined in accordance with Subsection (m) of this Section 7.
 - (iv) Annex II is populated with the Technical and Organizational Measures of this DPA.
- (r) **Transfers from the UK.**
 - (i) If Customer transfers Customer Personal Information to Varicent that is subject to UK Data Protection Laws, the Parties are deemed to enter into the addendum issued by the UK Information Commissioner and approved by the UK Parliament (available at: <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf>) (the "UK Addendum").
 - (ii) Tables 1 to 3 of the UK Addendum are populated with the details as outlined in **APPENDIX 2** of this DPA, and elsewhere in this DPA as applicable. Table 2 of the UK Addendum is populated with the Standard Contractual Clause details outlined in this Section 7.
 - (iii) Neither Party may end the UK Addendum without the other Party's written permission.
 - (iv) References in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in UK Data Protection Laws.
- (s) **Transfers from Switzerland.**
 - (i) If Customer transfers Customer Personal Information to Varicent that is subject to the FADP, the Standard Contractual Clauses shall apply to such transfers.
 - (ii) References in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the FADP.

8. General

- 8.1 **Execution.** Execution by the Parties of an Order or the Agreement incorporating by reference this DPA shall be deemed to constitute signature and acceptance of this DPA and the Standard Contractual Clauses (as applicable).
- 8.2 **Contracting Entity and Governing Law.** Unless prohibited by Data Protection Laws, this DPA is governed by the same laws governing the Agreement. The courts that have exclusive jurisdiction over this DPA shall be the same courts that have exclusive jurisdiction over the Agreement.
- 8.3 **Survival.** Any obligation imposed on Varicent under this DPA in relation to the Processing of Personal Information shall survive the termination or expiration of this DPA and the Agreement.

- 8.4 **Further Assurance.** The Parties agree from time to time to execute such further agreements or other documents, and do all such other acts and things as may be necessary or desirable, to give effect to the terms of this DPA.
- 8.5 **Entire Agreement and Paramountcy.** This DPA constitutes the entire agreement between the Parties regarding the subject matter of this DPA and supersedes all prior agreements, proposals, understandings, letters of intent, negotiations and discussions between the Parties, whether oral or written, regarding the subject matter of this DPA. The provisions of this DPA regarding the protection of Personal Information under Data Protection Laws shall prevail over any conflict or inconsistency with the terms of the Agreement. Each Party's liability and remedies under this DPA are subject to the aggregate liability limitations set out in the Agreement.
- 8.6 **Amendments and Waiver.** No amendment or waiver of any provision of this DPA shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this DPA shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver, unless otherwise expressly stated in a waiver.
- 8.7 **Severability.** If any provision of this DPA is held by a court of competent jurisdiction to be contrary to applicable laws, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by applicable laws and the remaining provisions shall remain in effect.

[End of DPA]

APPENDIX 1 TO DPA

TECHNICAL AND ORGANIZATIONAL MEASURES

1. Information Security Policy

- 1.1 Varicent shall maintain and follow written information security policies and practices that are integral to Varicent's business and mandatory for all Varicent employees, including maintaining documented security architecture of networks managed by Varicent in its operation of Varicent Software. 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.
- 1.2 Varicent shall maintain responsibility and executive oversight for such policies, including formal governance and revision management, employee education and compliance enforcement. Varicent shall review the information security policies at least annually and amend such policies as Varicent deems reasonable to maintain protection of Varicent Software and Customer Data processed therein.

2. Processing

- 2.1 Varicent shall Process Customer Personal Information only as necessary for the purpose of providing Varicent Software and in accordance with the Agreement and any written instructions given by Customer from time to time (the "Permitted Purpose") unless required to do otherwise by applicable law in which event, Varicent shall inform Customer of such legal requirement before Processing Customer Personal Information other than for a Permitted Purpose, unless prohibited by applicable law from doing so.

3. No Sale or Disclosure

- 3.1 Varicent shall not (a) Sell or Share any Customer Personal Information; or (b) retain, use or disclose any Customer Personal Information for a purpose other than the Permitted Purpose.

4. Compliance with Data Protection Laws

- 4.1 Varicent shall co-operate with and make available to Customer all information reasonably necessary to demonstrate Varicent's compliance with Data Protection Laws.

5. Access Controls

- 5.1 If Varicent requires access to Customer Data, it shall restrict such access to Authorized Persons and to the minimum level required. Such access, including administrative access ("Privileged Access"), shall be individual, role-based, and subject to approval and regular validation 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 when appropriate or required to comply with Data Protection Laws.
- 5.2 Consistent with industry standard practices, and to the extent natively supported by each component managed by Varicent within Varicent Software, 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.
- 5.3 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 policies.
- 5.4 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.
- 5.5 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. Encryption

- 6.1 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 Varicent Software over public networks.
- 6.2 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.

7. Segregation

- 7.1 Varicent shall not combine Customer Personal Information received pursuant to the Agreement with Personal Information received from or on behalf of any third party, or collected from Varicent's own interaction with third parties, unless required to provide Varicent Software or permitted under Data Protection Laws.

8. Security Incidents

- 8.1 Varicent shall maintain and follow documented incident response policies for Security Incident handling.
- 8.2 Varicent shall notify Customer as soon as reasonably practicable (and in any event within 72 hours) upon confirmation of a Security Incident and take all reasonable steps to mitigate the impact of such Security Incident and provide, at Varicent's cost, all reasonable assistance required by Customer in investigating and resolving the Security Incident.
- 8.3 Varicent shall investigate any Security Incident and define and execute an appropriate response plan, provide Customer with reasonably requested information about such Security Incident and the status of Varicent remediation and restoration activities.
- 8.4 Customer may notify Varicent of a suspected vulnerability or Security Incident by submitting a support ticket.

9. Data Subject Requests

- 9.1 Varicent shall inform Customer promptly (and in any event within two business days) of any request, enquiry or complaint received from any Data Subject or regulatory authority overseeing Data Protection Laws. Customer shall be responsible for handling such requests of Data Subjects. Varicent shall reasonably assist Customer in handling such Data Subject requests.

10. Deletion or Return of Customer Personal Information

- 10.1 During the term of the Agreement, upon Customer's request, unless otherwise required under applicable law, Varicent shall return or destroy any Customer Personal Information as soon as reasonably practicable.
- 10.2 Following termination or expiration of the Agreement, unless otherwise required by Data Protection Laws, Varicent shall, at Customer's option, delete or return all Customer Personal Information and all copies of Customer Personal Information to Customer. Any data deleted may remain in immutable electronic backups maintained by Varicent used purely for backup, disaster recovery and data protection purposes for up to an additional 90 days beyond any such deletion or disposition.

11. Retention

- 11.1 Varicent shall retain Customer Personal Information only for as long as reasonably necessary for the Permitted Purpose and Varicent's legitimate business purposes.

12. Varicent Employees

- 12.1 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 laws.
- 12.2 Varicent employees shall complete security and privacy education annually and certify each year that they shall comply with Varicent's 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.

13. Security and Risk Assessments

- 13.1 Varicent shall: (a) perform security and privacy risk assessments of Varicent Software 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 Varicent Software disruption when performing its tests, assessments, scans, and execution of remediation activities.
- 13.2 Varicent shall maintain policies and procedures reasonably designed to manage risks associated with the application of changes to Varicent Software. Prior to implementation, changes to Varicent Software, 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 requirements.
- 13.3 Varicent shall maintain a reasonably up to date inventory of all information technology assets used in its operation of Varicent Software. Varicent shall monitor and manage the health (including capacity and availability) of Varicent Software.
- 13.4 Varicent shall implement, test and maintain business continuity and disaster recovery plans consistent with industry standard practices and as further described in the Agreement.
- 13.5 Varicent shall maintain measures designed to assess, test and apply security advisory patches to Varicent Software 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's change management policy.

14. Data Back-Up

- 14.1 Varicent shall back up Varicent Software and Customer Data on a daily basis (or at any other time interval agreed upon by the Parties in writing) and copy such back-ups to an off-site location. Back-ups shall be encrypted at rest and during transmission to the offsite location.

15. Disaster Recovery

- 15.1 If a Force Majeure Event occurs that causes the primary data center hosting Varicent Software to become unavailable, Varicent shall work to restore Customer's access to Varicent Software within 14 days or as otherwise agreed upon by the Parties in writing or described in an Order. The environment shall be restored using the most recent data backup, with no more than 24 hours of Customer Data loss of the restored Customer Data set.

[End of Appendix 1 to DPA]

APPENDIX 2 TO DPA

PERSONAL INFORMATION PROCESSING ATTACHMENT

1. Parties

- 1.1 Data Exporter: Customer's details as outlined in the applicable Order.
- 1.2 Data Importer: Varicent's details as outlined in the applicable Order.

2. Categories of Data Subjects

- 2.1 Customer Personal Information includes (a) the Personal Information of the employees, contractors, business partners and customers of Customer and its Affiliates; and (b) any other Personal Information submitted to Varicent Software by Customer and its Users that is subject to Data Protection Laws. Varicent Processes Customer Personal Information in accordance with the Agreement in order to provide Varicent Software. Customer acknowledges and agrees that the above categories of Data Subjects may change from time to time based upon the nature and type of information submitted to Varicent Software by Customer and its Users that is subject to Data Protection Laws.

3. Categories of Customer Personal Information Transferred

- 3.1 The types of Customer Personal Information Processed by Varicent Software include the following:
 - (a) Basic Personal Information such as name, email and electronic signature;
 - (b) Role related Personal Information such as job title, unit/department, location, supervisor/subordinates, employee identification number, employment type and compensation information such as sales commission rates and eligibility, quotas, and target information; and
 - (c) Technical information about Data Subjects such as device identifiers, usage based identifiers and static IP addresses.

Sensitive Personal Information. Varicent Software is not designed to process any special categories of Customer Personal Information or Sensitive Personal Information. Customer shall not, and will ensure its Users do not, upload any Customer Data that contains Sensitive Personal Information to Varicent Software.

4. Processing Activities

- 4.1 The Processing activities of Customer Personal Information submitted to Varicent Software include the following:
 - (a) Receipt of Customer Personal Information from Data Subjects and third parties;
 - (b) Computer Processing of Customer Personal Information including data transmission, data retrieval, data access and network access to allow data transfer if required to provide Varicent Software;
 - (c) Technical customer support involving Customer Personal Information upon Customer's request including monitoring, issue determination and issue resolution;
 - (d) Transformation and transition of Customer Personal Information as reasonably necessary to provide Varicent Software; and
 - (e) Storage, backup and destruction of Customer Personal Information.

5. Frequency, Nature, Purpose and Duration of Processing

- 5.1 The Processing of Customer Personal Information is ongoing during the term of the Agreement in order for Varicent to provide Services pursuant to the Agreement.

6. Technical and Organizational Measures

- 6.1 The Technical and Organizational Measures set forth in this DPA apply to all Customer Data processed by Varicent within Varicent Software, including Customer Personal Information.

7. Deletion and Return of Data

- 7.1 Varicent will retain Customer Personal Information for the term of the Agreement, so long as Customer's access to Varicent Software is not suspended in accordance with the terms of the Agreement, Customer may download from Varicent Software a copy of Customer Personal Information.
- 7.2 Customer may also request removal of Customer Data (including Customer Personal Information) at any time prior to

termination or expiration of the term of the Agreement.

8. Varicent Hosting and Processing Locations

- 8.1 The Varicent data hosting and processing locations used for Varicent Software are set out in the Sub-processor List for the Software ordered by Customer as described 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 Technical and Organizational Measures.

9. Third Party Sub-processors

- 9.1 Varicent Software involves third party Sub-processors in the Processing of Customer Data, including Customer Personal Information, as described in the DPA.

10. Privacy Contact and Customer Notifications

- 10.1 The general privacy contact for Varicent Software is privacy@varicent.com.

[End of Appendix 2 to DPA]