

Galvanize Master Subscription and Professional Services Agreement

THIS GALVANIZE MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT (THE "**AGREEMENT**") GOVERNS THE USE OF GALVANIZE PRODUCTS.

THIS AGREEMENT IS BETWEEN EACH CUSTOMER WHO ACQUIRES AND USES GALVANIZE PRODUCTS ("**CUSTOMER**") AND RELATIONAL SECURITY CORPORATION DBA GALVANIZE, ONE HARMON PLAZA, SUITE 700, SECAUCUS, NJ07094 ("**GALVANIZE**").

ACCEPTANCE. BY ACCESSING OR USING THE GALVANIZE PRODUCTS OR PROFESSIONAL SERVICES, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY RENEWING AN EXISTING PRODUCT SUBSCRIPTION, YOU (FOR YOURSELF AND ON BEHALF OF THE CUSTOMER) ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY IT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ACCEPT AND ENTER INTO THIS AGREEMENT ON BEHALF OF THE CUSTOMER. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF EITHER YOU OR THE CUSTOMER DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE PRODUCTS.

EFFECTIVE DATE. THIS AGREEMENT IS EFFECTIVE BETWEEN CUSTOMER AND GALVANIZE AS OF THE DATE IT IS ACCEPTED AS NOTED ABOVE. GALVANIZE RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT FROM TIME TO TIME. ANY SUCH UPDATES AND CHANGES WILL NOT APPLY UNTIL CUSTOMER RENEWS ITS SUBSCRIPTION.

1. Definitions.

1.1. "**Affiliate**" is an entity that controls, is controlled by or shares common control with Galvanize or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise.

1.2. "**Customer Data**" means all electronic data or information inputted, edited, authored, generated, managed or otherwise submitted by Customer or its Users in the course of using the Products.

1.3. "**Documentation**" means Galvanize's current user manuals, operating instructions and installation guides which is provided with the Products to Customer, and may be delivered electronically through Galvanize's website.

1.4. "**Order**" means (i) the agreed ordering document for the purchase of the Product and/or Professional Services, (ii) that is subject to this Agreement, and (iii) that identifies the particulars of the purchase and fees to be paid.

1.5. "**Order Term**" means the term set forth in each Order for Customer's authorized use of the Products and/ or Professional Services, plus any renewals.

1.6. "**Products**" means the Galvanize subscription based products and solutions ordered by a Customer on an Order and made available by Galvanize online, for download as on-premise Software or provided as "Support" (defined below). "Products" exclude any Third Party Offerings.

1.7. "**Professional Services**" means the service(s) named and described in an Order for the purchase of such Professional Service, and as may be more particularly described in an agreed form of statement of work.

1.8. "**Software**" means Galvanize's proprietary software identified on an Order and made available by Galvanize to Customer as on-premise software, and associated Documentation.

1.9. "**Subscription Services**" means the hosted service which packages web-based access and the right-to-use Galvanize's proprietary software as part thereof, and associated Documentation.

1.10. "**User**" means specific individuals (i) who are authorized by Customer to use and access the Products, (ii) for whom subscriptions to the Products have been purchased, and (iii) who have been assigned unique user identifications and passwords by Customer.

2. Scope. Subject to Customer's payment of applicable fees and the terms and conditions of this Agreement, Galvanize or its licensors will provide Customer with access to the Products and the Professional Services as set forth in this Agreement and the applicable Order. This Agreement contemplates the execution by the parties of one or more Orders. Orders may be entered under this Agreement by and between (a) Galvanize or an Affiliate of Galvanize; and (b) the Customer or an Affiliate of Customer. With respect to an Order, the terms "Galvanize" and "Customer" as used in this Agreement will be deemed to refer to the entities that execute that Order, the Order will be considered a two party agreement between such entities, and Galvanize will separately invoice the Customer named in the Order for the associated subscription fees, but Customer named herein shall remain liable for all obligations of Customer under any Order executed by an Affiliate of Customer. Neither execution of this Agreement, nor anything contained herein, shall obligate either party to enter into any Orders.

3. Products.

3.1 Subscription Services. Subject to the terms of this Agreement and as set out in the applicable Order, Galvanize hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, limited license for the number Users as specified in the Order to access and use the Subscription Services as hosted by or on behalf of Galvanize, during the Order Term in accordance with the terms of this Agreement, solely in connection with the operation of the internal business of Customer and its Affiliates, and any other restrictions set forth in an Order. Galvanize shall provide Customer with the service levels ("**Service Levels**") for the Subscription Services, as set forth in Exhibit A, attached hereto.

3.2 Software. For Software, Galvanize grants to Customer, during the Order Term, a worldwide, non-exclusive, non-transferable and non-assignable (except as otherwise expressly provided in this Agreement) subscription based right and license to install, access and use the Software for Customer's (and its Affiliates') internal business operations for the number of Users set out in the Order, for the Order Term and as otherwise set out in the Order. Software may be installed within a virtual (or otherwise emulated) hardware system as long as the use of the Software is restricted to the number of Users for which Customer has purchased licenses. Virtualization technology may not be used to circumvent the licensing terms and restrictions in this Agreement.

3.3 Support. Where a Customer has previously licensed Software from Galvanize and/or its predecessors on a perpetual basis, and purchase subscription based access to Support (defined below) thereof, Galvanize shall provide such Support during the Order Term. "**Support**" is as described at <https://www.wegalvanize.com/docs/rsam-support-services-policies> and may be changed by Galvanize upon prior notice to Customer for material changes thereto.

3.4 Professional Services. Customer may purchase Professional Services via an Order. The parties may enter into a statement of work for Professional Services detailing same. In the event of any conflict, discrepancy or inconsistency between an Order and the terms of this Agreement, the terms of this Agreement shall govern, except as to scope of work, consulting fees (including currency), travel expenses and payment terms, for which the Order and applicable statement of work shall govern. Unless otherwise expressly specified in the applicable Order or statement of work, the fees for Professional Services shall be calculated on a time and materials basis, using Galvanize's hourly rates current when the Professional Services are performed. Galvanize's hourly rates do not include taxes or out-of-pocket expenses, which shall comply with Galvanize's current travel policy. Galvanize agrees to perform the Professional Services as described in such Order and/or statement of work. Unless otherwise specified in an Order, Professional Services are one-time and not subject to renewal.

3.5 Third Party Offerings and Terms. Customer agrees and understands that in connection with the Subscription Services, Galvanize may offer Customer access to products, services or content owned by and licensed from third parties (the "**Third Party Offerings**"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms, if any, available at <https://www.wegalvanize.com/docs/3rd-party-terms> or as otherwise identified within the applicable Order. GALVANIZE WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL GALVANIZE HAVE ANY LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND GALVANIZE DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT

LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

4. Users.

4.1 Users. The number of Users for which a subscription to a Product is being purchased will be set forth in an Order. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be re-designated to new Users replacing former Users who no longer require ongoing use of the applicable Product. However, such re-designation may not be used to circumvent limitations on sharing User subscriptions. Unless otherwise specified in the relevant Order, (ii) the term of the additional User subscriptions shall be coterminous with the expiration of the subscription term in effect at the time the additional Users are added; and (iii) Galvanize may confirm the number of Users and if the number of Users exceeds the number of Users as set forth in the applicable Order, Galvanize may adjust the fees billed to Customer to reflect such additional Users (such pricing for the additional User subscriptions shall be prorated for the remainder of the subscription term in effect at the time the additional Users are added). Such confirmation does not include access to Customer's network or allow Galvanize access to Customer Data.

4.2 Responsibility for Users. Customer may make the Products available, via a password, to third-party contractors used by Customer to assist in Customer's permitted operations hereunder as a User ("**Third-Party Contractor**"). Such Third-Party Contractors are entitled to use the Products only for Customer's permitted operations hereunder and subject to all of the restrictions for use of the Products applicable to Customer and its Users, as set forth in this Agreement. Customer agrees that any such Third-Party Contractor has been informed of this Agreement and will comply with the terms and conditions of this Agreement, including but not limited to the terms governing Confidential Information, to the same extent as if the Third-Party Contractor were an employee of Customer. Any password provided to any Third-Party Contractor will be disabled immediately upon the conclusion of such Third-Party Contractor's services for Customer. Customer acknowledges and agrees that, as between Customer and Galvanize, Customer shall be responsible for all acts and omissions of all Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake appropriate efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Products and or Professional Services, and shall cause Users to comply with such provisions.

4.3 Verification. Galvanize may request certification of compliance with the terms of the scope of the rights granted in this Agreement by an authorized representative of Customer at any time but no more frequently than once per year. If a certification is not sufficient assurance of compliance, Galvanize may, at its own expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, audit Customer's compliance with the scope of the rights granted herein. The audit will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The audit may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during the audit, including payment to Galvanize for any underpayments.

5. Galvanize Responsibilities.

5.1 Obligations. Galvanize will (i) provide the Subscription Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) use commercially reasonable efforts to maintain the security of Customer passwords in its systems; (iii) provide Support to Customer for the Subscription Services, which may be changed by Galvanize upon prior notice to Customer of material changes.

5.2 Electronic Delivery; Documentation. All Products and Documentation may be delivered electronically through the Galvanize website and are deemed delivered when made available for access or download by Customer, as applicable. The Documentation is the Confidential Information of Galvanize. Customer is permitted to print and make a reasonable number of copies of the Documentation for its non-exclusive, internal use in accordance with this Agreement, provided that Customer reproduces all copyright and other proprietary notices that are on the original copy of such Documentation. Customer acknowledges and agrees that its purchase is not contingent on the delivery of any future functionality or features and is not dependent on any oral or written public comments made by Galvanize or its

employees, agents or representatives regarding future functionality or features of any of its Products, Professional Services or Support.

6. Customer Responsibilities and Restrictions.

6.1 Access and Use. Except for Galvanize's obligations in Section 5.1, Customer will be responsible for maintaining the confidentiality of the passwords assigned to Customer. Customer will immediately notify Galvanize if it becomes aware that a password is lost, stolen, disclosed to an unauthorized third party, or otherwise compromised. Customer will be responsible for any and all activities made under Customer's account, including without limitation any fees incurred under Customer's password-protected account. Customer will (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Services, and notify Galvanize promptly of any such unauthorized access or use, (ii) comply with all applicable laws in using the Products, Support or Professional Services. (b) Customer and Users will not (i) modify, copy or create derivative works based on the Products, Professional Services or Documentation, unless specifically permitted herein; (ii) create Internet "links" to or reproduce any content forming part of the Products, other than for its own internal business purposes; (iii) disassemble, reverse engineer, or decompile the Products or part thereof, or access it in order to copy any ideas, features, content, functions or graphics of the Products; (iv) interfere with or disrupt the integrity or performance of the Subscription Services; (v) send or store infringing, obscene, threatening, libelous, otherwise unlawful or tortious material, or any material in violation of third party privacy rights, via the Products; (vi) send or store viruses or malicious code via the Products; (vii) attempt to gain unauthorized access to the Subscription Services or its related software, systems, platforms or networks; (viii) use any components provided with the Products separately from the Products; (ix) use any robot, spider, scraper, deep link or other automated data gathering or other extraction tools, program, algorithm or other methodology to access, acquire, copy or monitor any portion of the Subscription Services; (x) conduct any tests or analysis on the security or performance of the Subscription Services without Galvanize's prior written consent or publicly disclose the results of any such tests or analysis; (xi) use any Products to develop any works which are functionally comparable or competitive to the Products; or (xii) combine the Software with any other software (including open source software) where the combined program is subject to the GNU General Public License or any other license that requires the combined program or the Software and their source code to be made freely available; or (xiv) remove or modify any Galvanize logos or branding in the Products, Documentation or in connection with the Professional Services

6.2 Customer Systems. Customer agrees and understands that Customer is responsible for Customer infrastructure, including all hardware, systems, internet connectivity and software (other than the Software) (the "**Customer Systems**"). Customer Systems, which are to be provided and managed by Customer, shall include and be responsible for, without limitation, servers, virtual servers, operating system(s) and their maintenance, physical security, cyber security, network components (switches, routers, cabling, etc.), hardware for data storage, disaster recovery procedures, and the like. Customer is responsible for verifying if any third party hardware and/or software is compatible with the Products, as set forth in the applicable Documentation.

7. Fees and Payment.

7.1 Fees. The fees payable for the Products and/or Support, Professional Services and Third Party Offerings will be set forth in the Order. The fees will be invoiced in accordance with the relevant Order and are due within thirty (30) days from date of invoice, except that if Customer has procured same through a reseller, Customer shall make all payments to the designated reseller. Unless otherwise specified in the applicable Order, Galvanize may increase the fees for the Products and/or Support under this Agreement on renewal and upon thirty (30) days prior written notice to Customer; provided, however, that no such increase may exceed five percent (5%) of the then current Fees. The unpaid balance of any late payment bears interest at a rate equal to the lesser of 1.5% per month or the maximum amount permitted by law.

7.2 Taxes. Customer will pay or reimburse Galvanize or, when required by law, the appropriate governmental agency, for taxes of any kind, including sales, use, VAT, excise, customs duties, withholding, property, and other similar taxes (other than taxes based on Galvanize's net income or arising from the employment relationship between Galvanize and its personnel) imposed in connection with the fees paid for the Products and/or Support, Professional Services or Third Party Offerings, which are stated exclusive of these taxes.

7.3 Temporary Suspension. In addition to its other rights and remedies, Galvanize reserves the right, without liability to the Customer, to suspend any and all access to the Products, Support or Professional Services if (a) Customer's account becomes more than thirty (30) days past due until all accounts are paid in full, or (b) there is an operational problem relating to Customer's use of the Products (e.g., Customer attempts to upload a file that Galvanize has

determined contains a virus or is corrupted, or in Galvanize's reasonable determination, prevents or impedes Customer's use of the Products or otherwise interferes with or jeopardizes the integrity, operations or security of the Products, Galvanize's network or systems, or any third party systems with which Galvanize is interconnected. In such an event, Galvanize shall promptly notify Customer of the suspension, explaining the reasons therefor, which notice may be via email or telephone.

7.4 Disputed Payments. To the extent Customer requires the use of a purchase order prior to making any payments under this Agreement, Customer's failure to submit such purchase order to Galvanize does not excuse Customer from payment of the fees in the amounts, or in the manner, agreed upon herein or in the applicable Order. If Customer disputes the fees charged within an applicable invoice, Customer must provide Galvanize written notice of such dispute within fifteen (15) days from receipt of invoice. Upon the receipt of such notice, Customer and Galvanize will work in good faith to address such contested amounts, provided, however, that Customer will remain responsible for the portion of fees that are not disputed.

8. Term and Termination

8.1 Term. (a) Agreement. This Agreement commences on the Effective Date and will remain in effect unless terminated pursuant to Section 8.2 below. (b) Order(s). Each Order will commence on the start date specified in the relevant Order and continue for the Order Term specified therein. (c) Automatic Renewal. Unless and until terminated by either party in accordance with this Agreement or either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the scheduled expiry of the then-current Order Term, in respect of the Products and/or Support, the Order Term of each Order shall automatically renew and be extended upon its expiration for a further one (1) year term (or such other terms as the parties agree in writing).

8.2 Termination. (a) Termination for Convenience. Upon thirty (30) days' advance written notice, either party may terminate this Agreement for its convenience; however, such termination will have no effect on Orders executed by the parties prior to its effective date, including but not limited to payment obligations contained therein, and such Orders will remain in full force and effect under the terms of this Agreement; (b) Termination for Cause. Either party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) immediately 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. (c) Suspension of Services for Cause. In addition to its other rights and remedies, Galvanize reserves the right, without liability to Customer, to immediately suspend any and all access to the Services if Customer commits a material breach of this Agreement or any relevant Order until such material breach is cured. If such material breach is (i) unable to be cured, or (ii) is not cured within ten (10) business days, then Galvanize may immediately terminate the Agreement and/or the affected Order.

8.3 Effects of Termination. Upon termination pursuant to 8.2(b) and (c) above, all rights and licenses granted herein will terminate and Customer will make no further use of the applicable Products, Support or Professional Services. No termination will relieve the Customer of the obligation to pay any fees accrued or payable to Galvanize.

8.4 Termination: Customer Data and Confidential Information. (a) Upon written request by Customer made within thirty (30) days after the effective date of termination, Galvanize will make available to Customer a file containing the Customer Data. After such thirty (30) day period, Galvanize shall have no obligation to maintain or provide any Customer Data and will thereafter delete Customer Data. (b) Upon expiration or termination of this Agreement and completion of a party's obligations under this Agreement, each party will (except as otherwise provided in this Agreement) return or destroy, as the other party may direct, all documentation in any medium that contains or refers to the other party's Confidential Information, and retain no copies. Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations, and, for greater clarity, where so retained, the obligations of confidentiality and restricted use set out herein shall survive for so long as it is retained.

8.5 Survival. Neither expiration nor termination of this Agreement will terminate those obligations and rights of the parties pursuant to provisions of this Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of this Agreement.

9. **Proprietary Rights and Confidentiality.**

9.1 **Proprietary Rights.** As between Galvanize and Customer, Galvanize, its Affiliates or licensors retain all right, title and interest to the Products and Documentation, and all related intellectual property and proprietary rights. The Products are protected by applicable copyright, trade secret, industrial and other intellectual property laws. Galvanize owns all right, title and interest in all software, programming, documentation, templates, questionnaires, methodologies, models, charts, reports and any other items used to deliver the Products or made available to Customer as a result of the Products or Professional Services ("**Services Items**") and access to and use of the relevant Services Items will be governed by the terms of this Agreement. Galvanize reserves any rights not expressly granted to Customer. "**Confidential Information**" means all proprietary or confidential information that is disclosed to the recipient ("**Recipient**") by the discloser ("**Discloser**"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to Galvanize, and its licensors, the Products; (iii) the terms of this Agreement, including without limitation, pricing information; and (iv) as to Customer, any Customer Data. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is or was independently developed by or for Recipient. Each party's Confidential Information will remain the property of the Disclosing Party, and neither party acquired any rights therein excepts as otherwise expressly provided herein. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and in any event, no less than reasonable care, and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the employees and agents of Recipient or Recipient's Affiliates, who have a need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement and the Recipient remains liable to the Disclosing Party for any breach thereof by such employees and agents. Each party may disclose the other party's Confidential Information to its legal and accounting representatives ("**Advisors**") provided that the Advisors are subject to (a) written confidentiality obligations at least as restrictive as those set forth in this Agreement, or (b) other professional or fiduciary obligations of confidentiality. Advisors are restricted to using the Confidential Information for the sole purpose of providing the contracted services to the Recipient.

9.2 **Notification Obligation.** If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will not disclose the Discloser's Confidential Information without providing the Discloser with commercially reasonable advance prior written notice to allow Discloser to seek a protective order or other appropriate remedy or to waive compliance with this provision if and to the extent permitted by applicable law. In any event, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information. Notwithstanding the foregoing, Customer agrees that Galvanize may include Customer's name on customer lists, in product brochures, sales presentations, financial reports, and on its websites indicating that Customer is a customer of Galvanize. All other public statements or releases require the mutual consent of the parties.

9.3 **Customer Data.** As between Galvanize and Customer, Customer owns all rights, title and interest in and to Customer Data. Customer Data is deemed Confidential Information under this Agreement. Galvanize is provided a royalty free license to Customer Data hereunder for the sole and exclusive purpose of provide the Products and/or Support and Professional Services during the Order Term Term, including a license to store, record, transmit, maintain, and display Customer Data only to extent necessary in the provisioning of the Products, Support or Professional Services. Customer is responsible for complying with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing and transfer of Customer Data. Customer acknowledges and consents that Products, Support or Professional Services provided may require Customer Data to be transferred to a country outside of Customer's country or the country where the Customer Data originated. As

between Customer and Galvanize, Customer will be responsible for the lawfulness, accuracy, truthfulness, consistency, and completeness and consents to use of all information supplied by or on behalf of Customer. Galvanize will have no responsibility to review information posted by Customer or its Users. Galvanize will have no liability as to the accuracy of any Customer Data posted by Customer or its Users.

9.4 Aggregated Data. **“Aggregated Data”** means any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by use of the Products and which Galvanize collects, gathers and aggregates periodically as part of its services. Galvanize (its Affiliates, licensors, partners and designated agents) may use this information to monitor and improve its products, services or to provide customized services or technologies to their customers. Galvanize collects and use this information in accordance with its privacy policies and in accordance with applicable data protection laws. As between Galvanize and Customer, Aggregated Data (i) is property of Galvanize; (ii) is Confidential Information of Galvanize; and (iii) does not include identifiable Customer Data.

9.5 Product Development. In providing the Products, Galvanize may utilize the services of a third party cloud services provider for hosting the Subscription Services, like AWS (“**Cloud Hosting Providers**”). Galvanize and its Cloud Hosting Providers may record and collect information related to account activity (e.g., typical web analytics, which includes but is not limited to latency, packet size, hops, and source destination) in the course of providing the Products, but may only use such information to improve the Products and/or fulfill its rights and obligations under this Agreement or an Order. Collection of such information by Cloud Hosting Providers is not individually linked to Customer or its Authorized Users, is de-identified, and aggregated across all of Galvanize’s customers generally. Any use of such information is subject to the terms of this Section 9.

9.6 Professional Services. The fact that Customer uses the Products in any particular manner or configuration is Customer’s Confidential Information. However, Customer acknowledges that it does not receive any exclusive right under this Agreement to use the Products in any particular manner or configuration, and that Galvanize reserves any intellectual property rights that are embodied by or practiced by the use of the Products in a particular manner or configuration. For example, no exclusive rights are granted, and Galvanize reserves any intellectual property rights in, any methodologies, data models, work-flow, reports, templates, or interfaces that are practiced or embodied by implementing or configuring the Products. Unless otherwise provided in any applicable Order or statement of work in respect of the Professional Services, Customer owns all right, title and interest in and to any reports, documents or other materials created by Galvanize for Customer and provided as a deliverable as part of the Professional Services, but subject to Section 9.3, Galvanize reserves all other rights in connection with the Professional Services.

9.7 Training Course. If Customer has purchased a training course as part of the Professional Services, Galvanize will provide Customer with Galvanize’s standard training software and training manuals for the training course, if and as applicable. The training software is provided for use during the training course and must be deleted upon completion of the training course. Any training manuals are provided as reference materials for Customer’s own internal use and may be retained by Customer after the training course. Customer must not: (a) copy the training manuals without the prior written consent of Galvanize; or (b) use an audio recorder, video recorder, still camera or any other equipment (e.g. mobile phone) to record the training course. All title, ownership rights and intellectual property rights in the training course, training software and the training manuals belong to Galvanize.

9.8 Suggestions. Customer agrees that Galvanize shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any products or services of Galvanize and/or its Affiliates, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or Users relating to the Products, Support, or Professional Services.

10. Warranties.

10.1 Subscription and Professional Services. Galvanize warrants, for Customer’s benefit alone: (a) for a period of thirty (30) days from the effective date of an Order, the Products will perform in material conformance with the Documentation, provided that the Customer uses the Products in compliance with the Documentation, and (b) for a period of thirty (30) days from the performance of Professional Services, the Professional Services will have been performed in a competent, professional and workmanlike manner in material accordance with generally accepted industry standards.

10.2 Exclusive Remedies. Galvanize’s sole liability for a failure of the Products to conform to their respective warranties set forth in Section 7.1, if Customer notifies Galvanize in writing and in reasonable detail of the nature and

extent of such failure within the applicable warranty period, Galvanize will (a) in the case of a breach of the warranty in Section 10.1(a), use commercially reasonable efforts to correct such breach, and (b) in the case of a breach of the warranty in Section 10.1(b), re-perform the affected Professional Services. As an alternative to the foregoing remedies, Galvanize may elect to terminate this Agreement (and/or the applicable Order) and in such event Galvanize will refund to Customer (i) in the case of breach of the warranty in Section 10.1(a), the fees paid during the current Order Term for the affected non-conforming Products, prorated for the then-remaining or unexpired portion of the Order Term, and (ii) in the case of breach of the warranty in Section 10.1(b), the fees paid for the portion of such Professional Services giving rise to the breach. This Section 10.2 provides the sole and exclusive remedy for breach of the warranty set out herein.

11. Disclaimer.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SUPPORT AND/OR PROFESSIONAL SERVICES ARE PROVIDED "AS IS." GALVANIZE, ITS LICENSORS AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, NON-INTERFERENCE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND GALVANIZE EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. GALVANIZE DOES NOT WARRANT THAT: (A) THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR WITHOUT DELAY (B) THE PRODUCTS WILL OPERATE IN COMBINATION WITH OTHER HARDWARE OR SOFTWARE UNLESS SUCH HARDWARE OR SOFTWARE IS EXPRESSLY APPROVED OR RECOMMENDED BY GALVANIZE. CUSTOMER ACKNOWLEDGES AND AGREES THAT GALVANIZE AND ITS LICENSORS ARE NOT RESPONSIBLE FOR: (I) THE ACCURACY OR INTEGRITY OF ANY CUSTOMER DATA SUBMITTED BY CUSTOMER OR ITS USERS, (II) THE PERFORMANCE OF CUSTOMER'S (OR ITS USERS') EQUIPMENT OR SYSTEMS; (III) DELIVERY OF SERVICES OR CONNECTIVITY PROVIDED BY THIRD PARTIES TO CUSTOMER AND ITS USERS, OR (IV) ANY DOWNTIME, LOSS, OR CORRUPTION OF CUSTOMER DATA THAT OCCURS AS A RESULT OF TRANSMITTING OR RECEIVING CUSTOMER DATA OR VIRUSES DUE TO CUSTOMER'S, OR ITS USERS', CONNECTION AND ACCESS TO THE INTERNET.

12. Limits on Liability.

12.1 No Consequential or Indirect Damages. THE PARTIES, AND THEIR LICENSORS AND AFFILIATES (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, DISTRIBUTORS AND AGENTS), WILL NOT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR CORRUPTION OR LOSS OF DATA OR COSTS OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCTS, SUPPORT, DOCUMENTATION, , THIRD PARTY OFFERINGS CONTENT, ANY PROFESSIONAL SERVICES, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages, so portions of this limitation may not apply.

12.2 Limit on Direct Damages. EACH PARTY'S (AND THEIR RESPECTIVE LICENSORS', AFFILIATES', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', DISTRIBUTORS' AND AGENTS') AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES ONLY NOT EXCEEDING THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR THE APPLICABLE PRODUCT OR SERVICE WHICH GAVE RISE TO THE CLAIM.

12.3 Exclusions. The limit on direct damages in Section 12.2 will not apply: (a) to a party's indemnification obligations under this Agreement; (b) if Customer breaches any of Galvanize's intellectual property rights with respect to the Products; (c) to any fees owed on termination; (d) to any gross negligence or willful misconduct of a party; or (e) to liability for death or personal injury.

13. Indemnification.

13.1 Indemnification by Galvanize. If a third party asserts a claim against Customer asserting that Customer's use of the Products in accordance with this Agreement violates that third-party's United States, Canadian or European Union patent, trade secret or copyright rights ("**Infringement Claim**"), then Galvanize will, at its own expense: (a)

defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer based on infringement by the Products. If Galvanize believes the Products may violate a right, then Galvanize will, at its expense: (a) replace or modify the Products, or (b) procure the right to continue using the Products, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Products and issue a pro-rata refund for the unexpired pre-paid portion of such Order Term.

13.2 Indemnification by Customer. Subject to the terms of this Agreement, if a third party asserts a claim against Galvanize asserting that the Customer Data or Customer's use of the Products in violation of this Agreement violates that third-party's United States, Canadian or European Union patent, trade secret or copyright rights, or otherwise harms the third party ("**Claim**"), Customer will, at its own expense: (a) defend or settle the Claim; and (b) indemnify Galvanize for any damages finally awarded against Galvanize based on the Claim.

13.3 Conditions. Neither party's obligations under this Section 13 will apply if: (a) the indemnifying party's legal department does not receive prompt, detailed written notice of the Infringement Claim/Claim from the party being indemnified, (b) the indemnifying party is not able to retain sole control of the defense of the Infringement Claim/Claim and all negotiations for its settlement or compromise, (c) the indemnifying party does not receive all reasonable assistance from the party being indemnified. Neither party will bind the indemnified party to a monetary obligation in a settlement or compromise, or make an admission on behalf of the indemnified party, without obtaining that party's prior consent. Galvanize's obligations under Section 13.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) any Customer Data; (ii) Customer's or any User's use of the Products in a manner not authorized or contemplated by this Agreement; (iii) any modification of the Products by Customer, (iv) the combination, operation or use of any of the Products with other software, hardware or technology not provided or authorized or recommended by Galvanize; (v) use of a superseded or altered release of any of the Products, if such infringement would have been avoided by the use of a then-current release of the Products, as applicable, and if such then-current release has been made available to Customer, or (vi) any third party products.

13.4 Exclusive Remedy. This section contains each party's exclusive remedies and the indemnifying party's sole liability for Infringement Claims/Claims, respectively.

14. Export Controls; Laws.

14.1 Export Control. Customer will cooperate with Galvanize as reasonably necessary to ensure compliance with the laws and regulations of the United States and all the relevant countries, relating to exports (including "deemed" exports and "deemed" re-exports as defined by the Export Administration Regulations) and re-exports ("**Export Laws**"). Customer may not import, export, re-export or transfer, directly or indirectly, including via remote access, any part of the Services or any other Galvanize information or technology in violation of any such laws and regulations, or without any written governmental authorization required under applicable laws. In particular, but without limitation, none of the software or the underlying information or technology may be downloaded or otherwise exported or re-exported, directly or indirectly, (a) into (or to a national or resident of) any country to which the United States government has imposed trade sanctions denying the export of any products; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or Other Blocked Persons, the US Commerce Department's Denied Parties List, the US Commerce Department's Entity List, or the US Commerce Department's Unverified List; or (c) to or for any proliferation-related (nuclear weapons, missile technology, or chemical/biological weapons) end use.

14.2 Laws. Each party will comply with all laws applicable to it in respect of this Agreement, including, but not limited to, all applicable anti-corruption laws such as the UK Bribery Act, 2010, the Canadian Corruption of Foreign Public Officials Act, the United States Foreign Corrupt Practices Act, as each may be amended from time to time. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or item of value from any of Galvanize's employees or resellers in connection with this Agreement, excluding reasonable gifts and entertainment provided in the ordinary course of business. In no event will either party be obligated under this Agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.

15. Governing Law. If Customer is located in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of New York, USA. If Customer is located in Europe, the Middle East or Africa, this Agreement will be governed by and construed in accordance with the laws of England. If Customer is located in Asia (other than the Middle East), this Agreement will be governed by and construed in accordance with the laws of Singapore. If Customer is located in any other country or location, this Agreement will be governed by and construed

in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

16. Dispute Resolution.

16.1 This section will apply to resolve all disputes arising out of or relating to this Agreement and Customer's use of the Products.

16.2 Negotiation.

(a) The parties will first attempt in good faith to resolve each controversy or claim within sixty (60) days by negotiations between senior executives of the parties who have settlement authority and who do not have direct responsibility for the administration of the matter. The disputing party will give the other party written notice of the controversy or claim in accordance with the notice provision of this Agreement. The other party will submit a response within twenty (20) days after receiving said notice. The notice and response will include a summary of the party's position, a summary of the evidence and arguments supporting its position and the name of the executive who will represent the party. The executives will meet at a mutually acceptable time and place within thirty (30) days of the disputing party's notice and thereafter as often as they deem reasonably necessary to resolve the controversy or claim.

(b) Arbitration. If the controversy or claim has not been resolved within sixty (60) days of the disputing party's notice, the controversy or claim will be resolved through binding arbitration. Subject to and without restricting the rights of a party to injunctive relief or other interim measures of relief, the parties agree to resolve disputes by binding arbitration before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. If Customer is located in the United States, the arbitration will be held in New York, NY, USA and will be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. If Customer is located in Europe, the Middle East or Africa, the arbitration will be held in London, England and the arbitration will be conducted in accordance with the LCIA (London Court of International Arbitration) Rules. If Customer is located in Asia (other than the Middle East), the arbitration will be held in Singapore and the arbitration will be conducted in accordance with SIAC (Singapore International Arbitration Centre) Rules. If Customer is located in any other country or location, the arbitration will be held in Vancouver, B.C., Canada and the arbitration will be conducted in accordance with the International Commercial Arbitration Rules of Procedures of the British Columbia International Commercial Arbitration Centre. The language of the arbitration will be English.

17. U.S. Federal Acquisitions. Galvanize provides the Products, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Products include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data- Commercial Items) and DFAR 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). If any portion of the subscription is deemed "non-commercial," the Products are licensed under the terms hereof and under the RESTRICTED RIGHTS set forth in the applicable FARs and DFARs (and the government's use, duplication and disclosure rights are restricted as set forth therein). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Galvanize to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

18. Notice. Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing and be delivered to Galvanize at its address set out on page 1 of this Agreement with a copy to the Legal Department, Suite 1500, 980 Howe Street, Vancouver, BC, V6Z 0C8, Canada and to Customer at the address provided on the applicable Order. Either party may, from time to time, change their address for notice by providing written notice of the change to the other party, which notice may be sent by fax, regular mail or email (provided that no automated or other response is received indicating non-delivery or the absence of the recipient). The delivery of notice for any other purpose will be by personal delivery, courier, registered mail or confirmed e-mail (except that e-mail notice will not apply for notices required under Section 8.2(b) (Termination for Cause) or (c) (Suspension of Services For Cause). Delivery will be deemed effective upon receipt, if delivered personally, or by courier; or five (5) business days from sending, if delivered by registered mail; or upon confirmed receipt, if delivered by e-mail (provided that no automated or other response is received indicating non-delivery or the absence of the recipient).

19. Miscellaneous Terms. Galvanize may subcontract any of its obligations under this Agreement at any time, provided that Galvanize remains responsible for any such subcontractors' acts or omissions under this Agreement. Galvanize is not liable for its failure to perform any of its obligations under this Agreement during any period in which performance is delayed by Customer or circumstances beyond Galvanize's reasonable control. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. This Agreement, including any Exhibits and Orders constitutes the entire agreement between Customer and Galvanize and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written concerning the Services. There are no third party beneficiaries to this Agreement except where expressly provided otherwise. No modification or waiver of any provision hereof will be effective unless made in a writing signed by both Galvanize and Customer. Customer may not assign or transfer this Agreement or the Services to a third party, whether by merger or otherwise. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect. Any additional or conflicting terms of any Customer purchase order are rejected by Galvanize and do not apply.

EXHIBIT A

SERVICE LEVELS

1.0 Availability

- 1.1 **Availability Standard.** Galvanize shall use commercially reasonable efforts to make the Subscription Services Available (as defined below), as measured over the course of any one calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (as defined below) (the "**Availability Requirement**"). "**Available**" means that the Users are able to access and use the Subscription Services and functionality and content in conformity with the Galvanize Master Subscription Services Agreement. "**Unavailable**" or "**Unavailability**" means that the Subscription Service is not Available.
- 1.2 **Scheduled Maintenance.** Galvanize reserves the right to perform regularly scheduled maintenance on the Subscription Services, which may prevent the Subscription Services from being Available ("**Scheduled Maintenance**").
- 1.3 **Excluded Downtime.** "Excluded Downtime" means (i) Scheduled Maintenance; (ii) general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within Galvanize's or its hosting providers' control; (iii) outages resulting from network intrusions or denial-of-service attacks, provided Galvanize has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) outages due to Force Majeure Events, (v) issues associated with Customer provided hardware, software and other equipment, (vi) issues associated with Customer Data (including damages caused by viruses and other malicious code contained in Customer Data);(vii) resulting from Customer's actions or inactions, including those of any employee, contractor, agent or third party acting on Customer's behalf; or (viii) that results from a suspension or termination of Customer's right to use the Subscription Services, made in accordance with the Agreement.
- 1.4 **Failure to Maintain Availability Requirement.** In the event Galvanize fails to meet the Availability Requirement, as reported by Customer pursuant to Section 2 of this Exhibit A, Customer shall have the right to receive from Galvanize the applicable availability service credits ("Availability Credits") set forth in Section 2 below.

2.0 Service Level Credits

- 2.1 Customer must (i) request all service credits set forth in Section 2.2 below in writing to Galvanize within thirty (30) days of the Availability failure; and (ii) identify the relevant incident number, if any, or date and time relating to the Availability failure. Galvanize will issue a credit memo within thirty (30) days of Customer's written service credit request.
- 2.2 Service Credits. If Galvanize fails to meet the Availability Requirement, and Customer is impacted by such failure (for example, if the Subscription Services are Unavailable between 1am-2am EST and Customer is not accessing the Subscription Services during this time, Customer is not impacted by the failure), Galvanize will extend Customer's Order Term, at no charge, by the applicable number of days noted in the table below (the "**Service Credits**").

Monthly Uptime	Additional Days
<99.99- ≥ 99.0%	3 days
< 99.0% - ≥ 95.0%	7 days
< 95.0%	15 days

- 2.3 Maximum Service Credits. The aggregate maximum number of Service Credits to be issued by Galvanize to Customer in respect of a single calendar month will not exceed fifteen (15) days of Subscription Services added to the end of Customer's Order Term for such Subscription Service. Service Credits may not be exchanged for, or converted to, monetary amounts.