

**PRECISELY PRODUCTS AND SERVICES
END USER LICENSE AGREEMENT**

(GSA-4AUG2026-1.5)

IMPORTANT: DO NOT USE THE LICENSED PRODUCTS OR ANY SERVICE UNTIL YOU HAVE READ AND AGREED TO THESE TERMS.

BY (A) SIGNING A DOCUMENT THAT REFERENCES THIS AGREEMENT, (B) ISSUING A PURCHASE ORDER AGAINST A QUOTATION THAT REFERENCES THIS AGREEMENT, OR (C) RESERVED, YOU ARE ACCEPTING ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY LICENSED PRODUCT OR PROFESSIONAL SERVICES THE PURCHASE OF WHICH REFERENCED THIS AGREEMENT.

IF YOU ARE USING ANY LICENSED PRODUCT AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, THEN YOU MUST BE AUTHORIZED TO BIND SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT, DO NOT PLACE AN ORDER AND/OR TERMINATE YOUR ACCESS TO THE LICENSED PRODUCT (OR IN CONNECTION WITH AN INSTALLATION PROCESS DO NOT CLICK "I ACCEPT" AND TERMINATE THE INSTALLATION PROCESS). BY USING LICENSED PRODUCTS OR SERVICES THE PURCHASE OF WHICH IS GOVERNED BY THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE.

This is an agreement between Customer and Precisely (both as defined below). Each of Precisely and Customer may be referred to as "**party**" or collectively as the "**parties**" to this Agreement.

1. DEFINITIONS

1.1 For the purposes of this Agreement, the following terms will have the corresponding definitions:

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party, where **"Control"** for purposes of this Agreement means the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise, with direct or indirect ownership of more than fifty percent (50%) of the voting securities or other equivalent interests of an entity.

"Agreement" means exclusively this Products and Services End User License Agreement document, any applicable Addenda, the Support Terms, and the Documentation applicable to the Licensed Products to which Customer has been granted a license.

"Allotment" means the number of Transactions to which Customer is entitled to use or other agreed metric during a given Term as reflected in an Order.

"Commencement Date" means the date specified as the start of a Licensed Products subscription/license in the Order or if none is specified then the date on which Precisely first makes the Licensed Products available to Customer for access/download.

"Confidential Information" means all confidential and proprietary information of either party, including but not limited to, each party's and its Affiliates: (a) customer and prospect lists, names or addresses, existing agreements with Discloser and business partners; (b) pricing proposals, financial and other business information, data processes and plans; (c) research and development information, analytical methods and procedures, hardware design, technology (including with regard to Precisely, any Licensed Product and its source code), tests, benchmarking, scripting languages or routines; (d) business practices, know-how, marketing or business plans; (e) this Agreement, Orders, and Documentation; and (f) any other information identified in writing as confidential or information that the Recipient knew or reasonably should have known was confidential, in each case that is disclosed to the Recipient or to which the Recipient gains access in connection with this Agreement.

“Customer” or **“You”** means the entity(ies) specifically named in the Order as the approved licensee(s) of the applicable Licensed Products.

“Customer Data” means information, data sets, or other content, in any form or medium, that is submitted, posted, or otherwise transmitted by Customer (or a third party on Customer’s behalf) to Precisely in connection with the proper use of Licensed Products or Services. For purposes of clarity, Customer Data does not include Data Products or Data Output.

“Customer Personal Data” means Customer Data that is Personal Data Processed by Precisely on behalf of Customer in the performance of Services.

“Customer Persons” has the meaning given in Section 12.1.

“Customer System” means the software, hardware and communications infrastructure owned or controlled by Customer comprising Customer’s own information technology systems including both physical and virtual.

“Data Output” means the data generated through analyzing or processing Customer Data with Data Products. For clarity, Data Output does not include Customer Data or Data Products and Data Output is not included in the term Licensed Products. Data Output consists only of the specific aspects of a Data Product that were added to the Customer Data.

“Data Product” means database files, including postal, census, geographic, demographic, and other databases, that are commercially licensed to Customer as identified in an Order. For clarity, Data Products do not include Data Output.

“Data Protection Addendum” means the document of the same name set out in **Exhibit A**, if and to the extent applicable in accordance with its terms.

“Deliverables” means the tangible work product and output of Services (excluding Customer Data) as set forth in a SOW.

“Discloser” means the party and/or its Affiliate entity whose Confidential Information is disclosed to the Recipient in accordance with Section 10 (Confidentiality).

“DI Suite” means Precisely’s software as a service offering known as the Data Integrity Suite.

“Documentation” means the current version of the document(s) describing the technical and functional capabilities of Licensed Products and containing any additional terms applicable to the use of Licensed Products by Customer, as updated by Precisely from time to time, including the additional product-specific terms attached as **Exhibit E**.

“Effective Date” means with respect to an Order, the date specified as such in the Order, or if no date is specified, the earlier of (a) the date on which the Order is executed by Customer, (b) the Commencement Date, or (c) the date Precisely’s quotation has been accepted by Customer’s issuance of a purchase order referencing the quotation by number.

“Evaluation” of a Licensed Product means such Licensed Product is being made available by Precisely for a limited duration to Customer on a trial, evaluation, or proof of concept basis.

“Evaluation Agreement” means an Order for the Evaluation of one or more Licensed Products for the fees, if any, described in an Order.

“Force Majeure Event” means an event beyond the reasonable control of a party, including, but not limited to: acts of God; government actions; fire; labor difficulties; civil disturbances; transportation interruptions; interruptions or failures of telecommunications, digital transmission links, or power; hostile network attacks; unforeseen pandemics; failure of a Hosting Service Provider; or other natural or supervening disasters.

“Hosting Service Provider” means a third-party infrastructure provider of the information technology systems upon which any Licensed Product is installed in a production environment.

“Licensed Product” means the applicable Software, Data Products, and associated Updates.

“License Metrics” means the basis under which Licensed Products may be used, which may include those described in Section 5.2 or use the terms attached as Schedule 1.

“Order” means the Precisely provided document referencing this Agreement pursuant to which Customer acquires a license to Licensed Products and/or purchases Services, as evidenced by (a) a written agreement signed by Customer and Precisely (including a SOW or Product Schedule), (b) Customer’s acceptance of applicable online ordering terms, or (c) Precisely’s quotation that has been accepted by Customer’s issuance of a purchase order referencing the quotation by number.

“Personal Data” means any information that is about, or can be related to, an identifiable individual, including any information that can be linked to an individual or used to directly or indirectly identify an individual, natural person. Personal Data includes, not by way of limitation, direct identifiers (such as names, addresses, email addresses, phone numbers and identification numbers) but also biometric data, any and all information about an individual’s computer or mobile device or technology usage, including (for example) IP address, MAC address, unique device identifiers, unique identifiers set in cookies, and any information passively captured about a person’s online activities, browsing, application or hotspot usage or device location.

“Precisely” means Precisely Software Incorporated or its Affiliate as identified on an Order.

“Processing” and its derivatives, means any operation or set of operations which is performed by Precisely on Customer Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “Process”, “Processes”, and “Processed” shall be construed accordingly. Customer’s operation of On-Premises Software on a Customer System is not considered Processing by Precisely.

“Recipient” means the party and/or its Affiliate entity receiving Confidential Information of the Discloser in accordance with Section 10 (Confidentiality).

“Security Addendum” means the document of the same name set out in **Exhibit B**, if and to the extent applicable in accordance with its terms.

“Services” means, as the context requires, either (a) the consulting or professional services provided by Precisely to Customer pursuant to a SOW (**“Professional Services”**), or (b) Support. For purposes of clarity, “Services” does not include the use of Precisely’s software-as-a-service (SaaS) offerings (defined herein as Hosted Software).

“Service Level Availability” or **“SLA”** means the applicable document describing Precisely’s policies relating to service levels in relation to each Hosted Software offering or hosted Data Product offering as set out in **Exhibit C**.

“Site” has the meaning given in Section 5.2(a).

“Software”, as the context requires and as identified in an Order and more fully described in the Documentation, means either (a) software in object code form provided by Precisely and installed by Customer on the Customer System (**“On-Premises Software”**), or (b) software hosted by Precisely and made available by Precisely to Customer, including any individually branded software-as-a-service (SaaS) offering or on-demand offering (**“Hosted Software”**).

“SOW” means a Statement of Work or other mutual agreement between Customer and Precisely for the purchase of Services.

“Suggestions” means any suggestions, enhancement requests, recommendations or other feedback provided by Customer and/or Users relating to Licensed Products and/or Services, whether before, during or after the Term.

“Support” means the technical support and maintenance services for Licensed Products provided by Precisely or its authorized agents in accordance with the Support Terms.

“Support Terms” means the support and maintenance policies with respect to the same set out in the Precisely Support Handbook attached as **Exhibit D**.

“Term” means the term of this Agreement or an Order, as applicable, set out in Sections 17.1 and 17.2, respectively.

“Territory” means the geographical territory comprising one or more states, countries or other geographic regions as specified in an Order in which (a) Hosted Software is authorized to be accessed, and/or (b) the On-Premises Software and/or Data Products are authorized to be used.

“Third-Party Platform” means any platform, add-on, service, code (including open source) or product not provided by Precisely that Customer elects to integrate, connect to, or enable for use with the Licensed Products.

“Third-Party Products” means products and/or services provided by third parties included in the Licensed Products and/or Services, including software (and any derivative work(s) thereof) that is distributed under an open-source license approved by the Open Source Initiative, a California public benefit corporation, with 501(c)3 tax-exempt status, founded in 1998.

“Transaction” as applicable to the use of Licensed Products and as noted in the applicable Documentation and Order, means the number of transactions, observed columns, active rows, Users, copies, processor cores, LPARs, or other metric to which Customer is entitled pursuant to an Order.

“Updates” means updates, upgrades, fixes, and corrective programming to Software and updates to Data Products that are provided as part of Support.

“Use Code” means the encrypted access code, license key, or enabling module provided to Customer by Precisely that enables Customer to use the Licensed Products in accordance with an Order.

“User” means an individual Customer employee or individual subcontractor who is authorized by Customer to use the Licensed Products in accordance with this Agreement and the applicable Order regardless of whether the individual is actively using the Licensed Products at any given time. Schedule 1 contains some types of Users.

1.2 In the event of any conflict or ambiguity between the provisions of this Agreement, any Order and any document referred to in this Agreement, the conflict or ambiguity shall be resolved in the following descending order of precedence: Exhibit F with respect to U.S. Government End Users (as defined in Section 18.13); any Addenda (with the most recent taking precedence); Orders (with the most recent taking precedence); the Documentation; the SLA; and the main body of this Agreement, including Exhibit E.

1.3 Words in the singular include the plural and vice versa and words in one gender include any other gender. Headings are for convenience only and shall not affect the interpretation of this Agreement. A reference to legislation or a legislative provision includes any subordinate legislation made under it and any legislative provision which modifies, consolidates, re-enacts or supersedes it. A reference to any party includes its successors in title and permitted assigns.

2. SUBSCRIPTIONS AND LICENSES

2.1 An Order delineates the type of license being granted to Customer for the Licensed Products. In general, and unless otherwise provided in an Order, (a) subscription licenses are for a limited duration and include Support, (b) term licenses are for a limited duration and do not include Support (which must be separately purchased), and (c) perpetual licenses relate only to On-Premises Software, are for an unlimited duration, and do not include Support (which must be separately purchased). For a license to On-Premises Software to be perpetual, such grant of rights must be explicitly stated in the applicable Order. If the license type is not specified in the Order, a term license is presumed.

2.2 Where Customer purchases a license for Hosted Software pursuant to an Order, in addition to any rights granted and restrictions in the Order, Precisely grants to Customer and Customer’s Users during the applicable Term a limited, non-exclusive, non-sublicensable, non-transferable subscription license to access and use such Hosted Software for Customer’s internal business operations, subject to the terms of this Agreement.

2.3 Where Customer purchases a license for On-Premises Software and/or Data Products pursuant to an Order (or purchases a subscription license to Hosted Software that requires On-Premises Software to correctly function), in addition to any rights granted and restrictions in the Order and subject to the terms of this Agreement, Precisely grants to Customer and Customer’s Users during the applicable Term a limited, non-exclusive, non-sublicensable, non-transferable license to use for Customer’s internal business operations: (a) the object code form of such On-

Premises Software and/or Data Products on Customer System(s), and (b) the Data Output generated by use of Licensed Products.

2.4 Unless otherwise set forth in the applicable Order, Customer is granted a perpetual license to continue to use the Data Output upon expiration or termination of the license to the Licensed Products generating such Data Output, which will continue to be governed by this Agreement and the applicable Order.

2.5 Where Precisely has agreed to provide an Evaluation of a Licensed Product, the terms of the separate Evaluation Agreement will control Customer's temporary use of the Licensed Product. In the event there is no separate Evaluation Agreement covering the Evaluation, the parties agree that the Licensed Product may be used solely for Evaluation purposes for the period specified by Precisely at the time of delivery or if no such period has been specified, then for a period of fourteen (14) days (the "**Evaluation Term**"). Licensed Products used in an Evaluation may not be used for any development, commercial, or production purpose. Customer must purchase a commercial license of the types in Section 2.1 for the applicable full use version of the Licensed Products pursuant to an Order if Customer uses the Licensed Product for any development, commercial, or production purpose.

2.6 Any specific terms applicable to Licensed Products set out in the Documentation form part of this Agreement.

2.7 Customer hereby grants to Precisely and its sub-contractors a limited, non-exclusive right and license during the Term to access and use the Customer Data solely to provide (a) the Licensed Products, (b) Evaluation of Licensed Products, and/or (c) Services. Customer controls whether Customer Data is submitted to any Licensed Products, including Hosted Software, or to Precisely in connection with the provision of Services.

2.8 In this Agreement, an obligation of Customer shall be deemed to include a requirement that Customer procure the compliance of its Users with such obligation.

3. USE OF LICENSED PRODUCTS

3.1 Except as otherwise provided in an Order, Customer will use the Licensed Products (and any Data Output generated) solely for its internal business purposes and will not use the Licensed Products on behalf of or make the Licensed Products available to any third party (other than Customer's Users).

3.2 Customer will comply with applicable laws, rules and regulations governing use of the Licensed Products, including, without limitation, any data protection or privacy laws. Customer will be solely responsible for the accuracy and legality of all Customer Data submitted to Precisely and will comply with all laws, rules and regulations relating to the use, disclosure, and transmission of such Customer Data. Customer represents and warrants it has the legal right to provide the Customer Data to Precisely for the purposes set out in this Agreement and such disclosure of Customer Data is in accordance with Customer's privacy policies. With respect to any Customer Data which is the subject of a complaint made by a third party, Customer will promptly remove such Customer Data from the Licensed Products or request its return from Precisely if submitted in connection with Services.

3.3 Customer will not: (a) reverse engineer, decompile or disassemble the Licensed Products (except to the minimum extent permitted by applicable law); (b) license, sell, rent, lease, transfer or assign the Licensed Products (except to the limited extent expressly permitted under this Agreement); (c) repackage, re-brand, white label or otherwise use the Licensed Products for inclusion in any product and/or service which Customer sells or provides to any third party; (d) copy, modify, create derivative works from, frame, mirror, republish or distribute the Licensed Products; (e) access the Licensed Products (or use Data Output) for the purpose of building a product or service which competes with or performs the same or similar functions as any Licensed Products; (f) undertake benchmarking or performance analysis for Customer's development or improvement of its own products and services; (g) attempt to bypass copy protection devices, security or access controls; or (h) alter, remove or obscure any patent, copyright or trademark notice contained in the Licensed Products; or (i) use any Third-Party Product that is provided with the Licensed Products independently from the Licensed Products.

3.4 Customer will not use or permit the use of the Licensed Products to provide: (a) real-time navigation or route guidance synchronized to the position of a person's sensor-enabled device; (b) in-flight navigation; or (c) a digital map database (a database containing road geometry and street names, routing attributes enabling turn by turn

directions, or latitude and longitudes of individual addresses and house number ranges). Additionally, Customer will not use or permit the use of the Licensed Products in configuring, supporting, or otherwise servicing on-line control equipment in hazardous environments requiring fail-safe performance such as, but not limited to, nuclear facilities, aircraft communications or traffic control, emergency response or law enforcement use, life support machines or weapons systems in which failure of the Licensed Products could lead directly to death, personal injury, or severe physical or environmental damage.

3.5 Customer will not use or permit use of the Licensed Products to: (a) store or display adult content; (b) promote unlawful or illegal activities; (c) send or store infringing, obscene, threatening, or unlawful or tortious material; (d) unlawfully store, process or transmit Personal Data; or (e) knowingly disrupt other users of the Licensed Products, network services or network equipment. Disruptions include, but are not limited to, denial of service attempts, distribution of unsolicited advertising or chain letters, propagation of computer worms, security exploits, trojans and viruses, or use of the Licensed Products to make unauthorized entry to any other device accessible via the network or Licensed Products.

3.6 Customer shall take all reasonable measures to avoid and reduce damages attributable to loss, corruption, or destruction of Customer Data, including conducting security checks for the purpose of defending or detecting viruses and other disruptive programs within Customer Systems. In addition, Customer is responsible for maintaining regular (at least daily) backups of all Customer Data. Where Precisely has caused loss, corruption, or destruction of Customer Data, Precisely's liability and Customer's sole remedy is restoration of such data from last known daily backup.

3.7 Customer will not use Data Output outside of the Licensed Products or disclose Data Output to third parties except as authorized in the applicable Order(s), including with respect to any geocoding data, the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing, or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Customer may use Data Output to derive conclusions or recommendations that form part of Customer's services to its customers, but Customer may not provide Data Output as part of those services. Customer may translate Data Output into other data formats within any applicable limits of this Agreement and the applicable Order(s). Customer will not store or append to Customer's database vector data (including latitude/longitude or "x,y" coordinates) for any purpose or provide such vector data to third parties.

3.8 The Licensed Products may include Third-Party Products which may be subject to additional terms and conditions specific to use of the Licensed Products. To the extent required by any license that accompanies any Third-Party Products, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third-Party Products, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Such additional terms may also be set out or referenced in the Documentation and/or Order.

3.9 Support for the Licensed Products will be available as described in the Support Terms.

3.10 Customer will only use the Licensed Products during the Term of the applicable Order in accordance with the terms of this Agreement, the Order, and any user guides and instructions contained within the applicable Documentation.

3.11 All Customer Data submitted to Precisely in connection with the provision of Services or Licensed Products must be submitted in Precisely's submission format in accordance with the Documentation or any other format agreed to by the parties.

3.12 An Order may specify an Allotment or other License Metrics governing Customer's use of Software. Except as may be specifically authorized in an Order, (a) Allotments purchased may be used at any time during each twelve (12) month period during the Term of the Order, and (b) unused Transactions may not be carried over into subsequent twelve (12) month periods. Some Hosted Software will provide information detailing the current number of Transactions charged against Customer's Allotment. If such information is not available, upon request (not more than once per calendar quarter), Precisely will issue Customer a report detailing the current number of Transactions charged against Customer's Allotment.

4. PROVISION OF HOSTED SOFTWARE

4.1 This Section 4 shall only apply where an Order includes Hosted Software.

4.2 Precisely will make the Hosted Software available in accordance with the SLA.

4.3 Precisely will not materially decrease the overall functionality of the Hosted Software during the Term of the applicable Order. However, Precisely may make changes to the Hosted Software at any time provided that the changes apply to Precisely's customers of the Hosted Software generally. Precisely will use reasonable efforts to give prior written notice of any such material changes in accordance with Section 18.8.

4.4 Customer is responsible for registering Users and issuing usernames and passwords to Users for use of Hosted Software. Customer shall ensure that Users provide accurate information in the registration process and keep usernames and passwords secret to prevent any unauthorized access to and use of the Hosted Software. If a User ceases to be an employee or contractor of Customer, Customer shall promptly revoke that User's account to prevent further access by that User. Customer shall immediately notify Precisely if it knows or suspects any loss, theft or unauthorized use of the login details or other breach of security relating to access to and use of Hosted Software. Customer is responsible for all acts and omissions of its Users as if such acts and omissions were made by Customer.

4.5 Customer's own use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Precisely does not control and has no liability for Third-Party Platforms used by Customer, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform in connection with use of the Hosted Software, Precisely is granted the right and license to access and exchange Customer Data with the Third-Party Platform on Customer's behalf.

5. ON-PREMISES SOFTWARE PROVISIONS

5.1 This Section 5 shall only apply where (a) an Order includes On-Premises Software to be installed and operated on a Customer System, or (b) a subscription to Hosted Software requires On-Premises Software to be installed and operated on a Customer System to correctly function.

5.2 Where specified in the Order, the On-Premises Software may be subject to an Allotment and/or other License Metrics, which may include the following:

- (a) Where the Order specifies a Site (as defined in Schedule 1) for the installation of the On-Premises Software, Customer shall only install the On-Premises Software on the Customer System at that Site. Customer shall not transfer the On-Premises Software to any location other than the Site (including from an on-premises location to a cloud location) without Precisely's prior written consent. Customer will ensure that the Site is a suitable environment for the Customer System.
- (b) If the Order designates a Licensed Platform (as defined in Schedule 1) then the On-Premises Software may only be used on that Licensed Platform.
- (c) If the On-Premises Software is installed in a virtual environment on the Customer System, Customer must license the entire number of the applicable License Metric within the environment that may be allocated or used, in whole or in any part, to access the On-Premises Software.
- (d) Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices provided that the number of individual Users do not exceed the number of licenses purchased.

5.3 On-Premises Software provided to Customer may require a Use Code and Precisely retains access control rights in relation to such Software: (a) to comply with requirements of regulatory authorities; (b) to prevent use of such Software beyond the term of an Order; and/or (c) to prevent use of such Software in excess of any License Metrics or other restrictions set out in this Agreement or in an Order.

5.4 Customer may make a reasonable number of copies of the On-Premises Software and associated Documentation solely at any Customer owned or third-party disaster recovery facility for the purpose of testing

Customer's disaster recovery plan for passive/cold disaster recovery purposes ("**DR Copies**"). Customer must reproduce all copyright, trademark, trade secret and other proprietary notices in the DR Copies. The DR Copies can only be used to perform disaster recovery testing or if the Licensed Platform becomes inoperative, in which event all License Metrics limitations specified in the Order shall apply to the DR Copies. Except to perform disaster recovery procedures, Customer is not permitted to use the DR Copies for non-production concurrently with the production copies of the Software. Use of the DR Copies for more than ninety (90) days requires Precisely's prior consent. For avoidance of doubt, this Section 5.4 does not apply to copies of On-Premises Software licensed in an Order for use specifically in active-active/warm disaster recovery situations and in such cases the terms of such Order shall instead control.

5.5 Customer shall maintain the Customer System in accordance with good industry practice and shall ensure that the Customer System meets the security standards required by applicable law. Customer is responsible for implementing all system vulnerability updates, patches and upgrades to ensure the security of the On-Premises Software and data processed on the Customer System. Customer shall comply with any requirements set out in the Documentation regarding the encryption and security of communications between On-Premises Software and Hosted Software, if any.

5.6 Customer shall keep the On-Premises Software updated with any Updates which Precisely may make available to Customer. Precisely may provide Customer with Updates as part of Precisely's update release cycle which Customer agrees to install within a reasonable period (not exceeding thirty (30) days). Customer may install, for a period of up to fifteen (15) days from the date of installation, a copy of the On-Premises Software and Updates in a test environment for the sole purpose of determining if such Updates will be deployed by Customer in the licensed production environment. At the end of such period, Customer will uninstall and delete all instances of the On-Premises Software and the Updates from the temporary test environment unless a separate license for such environment has been obtained.

5.7 Precisely may deliver the On-Premises Software electronically via the Internet or permit Customer to download such Software from a Precisely website or FTP site.

6. PROVISION OF SERVICES

6.1 Any Services performed by Precisely relating to the set-up and implementation of a Licensed Product or Support will be detailed in the applicable Documentation or an Order. Any other Services performed by Precisely are required to be detailed in a separate SOW which will include additional terms relating to the provision of such Services. Unless otherwise set out in the SOW or as agreed to by the parties, Precisely will commence performance of Professional Services fifteen (15) business days following execution of the SOW and Professional Services will be performed remotely or from Precisely's offices.

6.2 For a time and materials engagement, Precisely estimates that the Professional Services will be completed in approximately the number of hours set out in the SOW. Precisely does not represent, however, that Professional Services will be completed within the number of hours specified therein. Any estimates provided in the SOW, including expected hours to complete Professional Services and any timeline provided by Precisely, are based on known functional requirements and technical environments as of the effective date of the SOW.

6.3 Any modifications to Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. Changes or delays in the work schedule originating with Customer will be subject to a project change procedure and may result in an increase in fees.

6.4 Precisely personnel performing Services at Customer's offices or facilities will comply with Customer's reasonable policies and procedures in effect at such location that have been provided to Precisely in advance and that are not inconsistent with Precisely's own policies.

6.5 Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

7. WARRANTIES

7.1 Precisely makes the following representations and warranties to Customer:

- (a) Precisely has the right to grant Customer a license to use the Licensed Products in accordance with Section 2 (Subscription and Licenses).
- (b) The Hosted Software will materially conform to the applicable Documentation during the Term of the applicable Order when used in accordance with this Agreement.
- (c) The On-Premises Software will materially conform to the applicable Documentation during the ninety (90) days following delivery of the On-Premises Software when used in accordance with this Agreement.
- (d) Precisely does not warrant the operability or accuracy of any part of the Customer System or any Customer Data or Data Output Processed by Precisely.

7.2 If any Software fails to comply with the warranties in Sections 7.1(b) or (c) above, Customer must notify Precisely in writing of any alleged non-conformities within thirty (30) days of becoming aware of the non-conformity, in which event Precisely will have thirty (30) days from receipt of such notice (or an additional period of time as reasonably agreed to by the parties) to correct such errors or non-conformities in accordance with the Support Terms. If Precisely is unable to correct the non-conformity in accordance with the Support Terms for reasons for which Precisely is responsible, then Customer may elect to terminate its license to the non-conforming Software and receive a refund of all fees previously paid for such Software less any value received. The above is Precisely's entire liability and Customer's exclusive remedy.

7.3 Precisely warrants to Customer that the Services will be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. Precisely will use reasonable commercial efforts to complete the Services in accordance with the Order. If the Services fail to comply with this warranty, Customer will promptly notify Precisely in writing specifying in reasonable detail any alleged non-conformities in the Service. Upon such notice, Precisely will, as Customer's remedy, promptly re-perform any such Service in accordance with the Order and this Agreement.

7.4 PRECISELY DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT PRECISELY WILL CORRECT ALL NON-MATERIAL ERRORS IN THE LICENSED PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS AND ANY SERVICES ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PRECISELY AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SERVICES AND LICENSED PRODUCTS, INCLUDING, BUT NOT LIMITED TO: (A) ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PRECISELY IS INFORMED OF THE PURPOSE), ACCURACY, RELIABILITY, OR NON-INFRINGEMENT, OR (B) ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.

8. PROPRIETARY RIGHTS

8.1 All right, title and interest in the Licensed Products and Third-Party Products (including any trademarks, service marks, patents, copyrights, trade secrets, and modifications to and derivative works of the same) are and shall remain the exclusive property of Precisely or its licensors, as applicable, whether or not specifically recognized or perfected under applicable law. Customer agrees that where it provides Suggestions to Precisely in relation to the Licensed Products or Services, Customer grants to Precisely a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate Suggestions into its products and services without obligation or restriction. Precisely reserves all rights not otherwise expressly granted herein.

8.2 Customer retains all right, title and interest in and to all Customer Data (including any modifications to and derivative works of the same). Data Output is licensed pursuant to Section 2.

8.3 Precisely retains the right to use non-Personal Data derived from Customer's use of the Licensed Products for the purposes of performing analytics on the Licensed Products, or for improving or enhancing the Licensed Products or other products or services offered by Precisely to its customers, including in accordance with Section 11.4 of this Agreement.

8.4 Precisely grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right and license to use the Deliverables arising from Professional Services on behalf of and for the benefit of Customer to the extent necessary for Customer to get the intended value from the Professional Services. Precisely retains all right, title and interest to the Deliverables except for those rights expressly granted to Customer.

9. FEES

9.1 Customer will pay to Precisely, or Precisely's authorized reseller, designee or agent, the fees set out in each Order. All fees are due and payable by Customer in the currency specified in the Order by the latter of (a) the number of days from the date of invoice set forth in the Order, or if none, (b) within thirty (30) days from the receipt date of invoice which Precisely may submit in accordance with the Order. The fees set out in an Order are Customer's payment for the purchase of a subscription or other license for a Licensed Product for the specified Term (or purchase of Services). Except as otherwise specified herein or in an Order, (a) fees are based on Licensed Products purchased and not actual usage, (b) payment obligations are non-cancelable, (c) fees paid for Services rendered are non-refundable, and (d) quantities purchased cannot be decreased during the relevant subscription term except in accordance with FAR Clause 52.212-4(l).

9.2 Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with GSA Schedule Contract Clause 552.212-4(k).

9.3 Customer shall pay for all use in excess of the purchased Allotments in any Term, at such rates and frequency as may be provided in an Order, or if none, at standard rates and as invoiced by Precisely. Customer and Precisely may execute a further Order to cover excess use and Customer's projected use for the remainder of the subscription Term.

9.4 Customer will pay Precisely or its authorized reseller as applicable the fees set out in the SOW for Services in accordance with the payment terms set forth in this Agreement. Fees for Professional Services will be invoiced to Customer based generally on one of the following billing options, as indicated in the SOW:

- (a) Time and Materials: For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Professional Services are performed, based on the hourly or daily rate set forth in the SOW. If a minimum number of hours are indicated on the mutually agreed SOW ("**Minimum Hours**"), Customer will pay for and permit Precisely to perform the indicated number of Minimum Hours. Should any Minimum Hours not be performed within ninety (90) days of the effective date of the SOW due to delay, unavailability, or other reason within Customer's control, Customer will promptly pay the fees for such Minimum Hours upon receipt of an invoice by Precisely, which will then be credited against the balance of fees due for completed Professional Services as they are performed.
- (b) Retainer Hours: Invoices will be issued to Customer based on the number of hours or days indicated as Retainer Hours prior to commencement of any Professional Services, based on the rates set forth in the SOW. Retainer Hours are then allocated to Professional Services performed upon execution until the Retainer Hours are depleted. All Retainer Hours will be consumed in eight (8) hour increments and must be used within twelve (12) months of the effective date of the original SOW purchasing the Retainer Hours. If Customer fails to use the Retainer Hours within such period, Precisely will not refund the unused pre-paid fees and will be under no obligation to perform the Professional Services.
- (c) Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the SOW.

9.5 Customer will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Precisely in the performance of the Professional Services in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR), which will be billed monthly and due thirty (30) days following date of invoice or as mutually agreed in an Order. Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.

9.6 Where Customer fails to pay the fees by the due date and has not reasonably and in good faith disputed those fees by such date, then Precisely may, without limiting its other rights and remedies: (a) charge interest on

the late payment at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

10. CONFIDENTIALITY

10.1 During the Term of this Agreement, each party and/or its Affiliate(s) may receive Confidential Information of the other party and/or its Affiliate(s). Each party agrees to cause its employees, subcontractors, agents and Affiliates, who require access to such information (“**Representatives**”) to abide by these obligations.

10.2 The Recipient agrees: (a) to hold the Discloser’s Confidential Information in strict confidence, and apply at least the standard of care used by the Recipient in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party other than its Representatives; and (b) without the written permission of the Discloser, not to use any Confidential Information of the Discloser except as reasonably required to exercise its rights or perform its obligations under this Agreement. Recipient shall be responsible for any breach of this Section 10 by any of its Representatives.

10.3 The foregoing obligations do not apply to information that: (a) is already public or becomes available to the public through no breach of this Section 10; (b) was in the Recipient’s lawful possession before receipt from the Discloser, without an obligation of confidentiality; (c) is lawfully received independently from a third party who is not bound by a confidentiality obligation to Discloser; or (d) is independently developed by or on behalf of the Recipient without use of the Discloser’s Confidential information.

10.4 A Recipient may disclose Confidential Information where it is compelled to do so by a governmental agency or a court of law having proper jurisdiction, in which event the Recipient will give the Discloser reasonable notice to enable the Discloser to try to protect the confidentiality of the Confidential Information (unless the Recipient is prohibited by applicable law or government order from giving such notice). Precisely recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

10.5 Upon written request of the Discloser, the Recipient agrees to promptly return or destroy all Confidential Information in its possession and certify its destruction in writing provided that the Recipient may retain one (1) copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 10.

10.6 Reserved.

10.7 The obligations in this Section 10 shall continue to apply to the Recipient until the earlier of: (a) three (3) years following the disclosure of the Confidential Information; or (b) the date on which the Recipient is no longer in possession of any Confidential Information belonging to the Discloser.

11. DATA PROTECTION

11.1 Information Security. Precisely shall provide the Hosted Software in accordance with the technical and organizational measures described in any Security Addendum, including any updates during the Term of an Order. In addition, Customer shall take proper security precautions with respect to the Hosted Software, including (a) allowing only appropriate persons access to the Hosted Software as Users; (b) properly configuring the Hosted Software; (c) ensuring the security of Customer Data in Customer’s control; and (d) backing up all Customer Data. With respect to On-Premises Software, Customer is responsible for applying appropriate security measures for all Customer Systems upon which such On-Premises Software is installed.

11.2 Data Processing. If and to the extent Precisely Processes any Customer Personal Data, the terms of any applicable Data Protection Addendum shall apply. Customer is solely responsible for providing any necessary legal notices to Customer Persons and obtaining any legally required consents and lawful bases related to Customer’s use, collection, disclosure, sharing, cross border data transfer, and processing of Customer Personal Data (including the transfer of such Customer Personal Data to Precisely and its sub-processors for Processing for the purposes of and in accordance with this Agreement).

11.3 Prohibited Data.

- (a) “**BAA**” means a business associate agreement signed by Customer and Precisely governing the parties’ respective obligations with respect to any HIPAA Data uploaded by Customer to Hosted Software in accordance with the terms of this Agreement. Upon mutual execution of a BAA, the BAA is incorporated by reference into this Agreement and is subject to its terms.
- (b) “**HIPAA Data**” means any patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act, as amended and supplemented (“**HIPAA**”), or any similar national or state laws, rules, or regulations.
- (c) “**Prohibited Data**” means (i) HIPAA Data unless Customer has signed a BAA with Precisely, (ii) payment card data subject to the Payment Card Industry Data Security Standards (“**PCI DSS**”), and (iii) any similar types of data regulated by national or state laws, rules, or regulations.
- (d) To the extent Customer has signed a BAA with Precisely, Customer is permitted to submit HIPAA Data to Hosted Software; provided that HIPAA Data may only be submitted to the Hosted Software by Customer uploading it as Customer Data.
- (e) Customer shall not upload any Prohibited Data to the Hosted Software and Customer acknowledges that the Hosted Software is not intended to meet any legal obligations for Prohibited Data or the activities covered by Section 3.4.
- (f) Precisely will have no liability under this Agreement for Prohibited Data, notwithstanding anything to the contrary in this Agreement, HIPAA, PCI DSS, or any similar national or state laws, rules or regulations, other than as may be set forth in a BAA.

11.4 Telemetry Data. Precisely may collect certain information related to the Hosted Software including, diagnostic information, usage data, performance information, and other telemetry data and information (“**Telemetry Data**”). Telemetry Data does not include any Customer Personal Data. By using the Hosted Software, Customer permits Precisely to collect and use the Telemetry Data for its internal business purposes, including the following: (a) to provide the Hosted Software in accordance with this Agreement, (b) to bill and collect Customer for use of the Hosted Software that is usage-based, (c) to perform sales and marketing activities, whether to Customer or third parties, (d) to comply with Precisely’s legal and regulatory obligations (including to respond to any court order, subpoena, warrant, or law enforcement demand), (e) to research, develop and/or support Precisely’s product offerings, or (f) any other legally permitted purpose.

12. **COMPLIANCE**

12.1 Export Restrictions. Customer acknowledges that the Licensed Products, Third-Party Products, Customer Data, content, data or other materials are subject to the export control and sanctions laws and regulations of the United States (“**U.S.**”) and may also be subject to the laws and regulations of any country in which the Licensed Products, Third-Party Products, Customer Data, content, data or other materials is provided, accessible, incorporated, transferred, or received. Customer, Users, and any other users of the Licensed Products, Third-Party Products, Customer Data, content, data, or other materials (including, but not limited to, Customer’s employees, contractors, or other third parties acting on Customer’s behalf) (“**Customer Persons**”) will comply with all applicable export control and sanctions laws and regulations. Customer represents and warrants that Customer and all Customer Persons (i) are not an entity, citizen, or resident of, or located within, a country or territory that is subject to a U.S. Government embargo or designated by the U.S. Government as a state sponsor of terrorism (including without limitation, Cuba, Iran, North Korea, Syria, the Crimea Region, and the Donetsk People’s Republic and Luhansk People’s Republic located in Ukraine) (“**Embargoed Countries**”); (ii) are not acting on behalf of, or directly or indirectly owned or controlled by any governmental entity of any Embargoed Country; (iii) are not identified on any prohibited party list maintained by the U.S. Government, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identification List maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, and the Denied Persons List, Entity List, and Unverified List maintained by the Bureau of Industry and Security of the U.S. Commerce Department (collectively, the “**Prohibited Party Lists**”); (iv) are not 50% or more owned (individually or in the aggregate), or otherwise controlled, by persons designated on a Prohibited Party List; (v) are not acting on behalf of the government of

Venezuela, including any person or entity employed or owned or controlled, directly or indirectly, by any political subdivision, agency, or instrumentality of the government of Venezuela; and (vi) will not utilize the Licensed Products or portion thereof for military purposes or end uses, or in the design, development or production of nuclear, chemical, or biological weapons. Customer agrees that it will not export, re-export, or transfer the Licensed Products except in compliance with U.S. law. Customer specifically agrees not to, and shall not allow Customer Persons to, export, re-export, transfer, or download the Licensed Products, including its source or object code, the underlying information or technology, or any related encryption: (a) to any Embargoed Country or to any national of any such country when such embargoes or restrictions are in effect; (b) to any end user who Customer knows or has reason to know will utilize the Licensed Products or portion thereof for military purposes or end uses, or in the design, development or production of nuclear, chemical, or biological weapons; (c) to any person who is designated on a Prohibited Party List or who is 50% or more owned (individually or in the aggregate), or otherwise controlled by, persons designated on a Prohibited Party List; or (d) without a license or other governmental authorization if required by law. Customer is solely responsible for complying with local laws in its jurisdiction that might impact its right to import, export or use the Licensed Products. Customer understands and acknowledges that Precisely shall have the right to direct Customer to terminate any Customer Persons who are in violation of, or who cannot make the representations provided in, this Section 12, and Customer warrants that it shall take steps to then immediately terminate and prohibit such Customer Persons from accessing or using the Licensed Products, Third-Party Products, content, data, or other materials. If Customer does not terminate such Customer Persons, Precisely reserves the right to terminate its relationship with Customer.

12.2 Anti-Bribery Compliance. Customer warrants that it has not taken and will not take, any action, directly or indirectly, in violation of (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§ 78dd-1, et seq.), (ii) the UK Bribery Act 2010, or (iii) any other applicable anti-corruption or anti-bribery laws.

13. INDEMNIFICATION

13.1 Precisely will:

- (a) Have the right to intervene to defend Customer against a claim by an unrelated third party alleging that Customer's use of the Licensed Products in accordance with this Agreement infringes any copyright, trademark, or patent registered or valid within the Territory or misappropriates any trade secret ("**IP Claim**"); and
- (b) indemnify and hold Customer harmless in respect of a final award made by a court of competent jurisdiction or the amount agreed to by Precisely in settlement of the IP Claim;

provided that: (i) Precisely will have exclusive control of the defense and negotiation of any settlement of the IP Claim; (ii) Customer notifies Precisely promptly of any such claim; (iii) Customer provides reasonable cooperation to Precisely in relation to the defense, settlement and mitigation of the IP Claim, and (iv) Customer does not make any admission or otherwise compromise the defense or settlement of the IP Claim. Precisely will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of Customer not otherwise covered by this indemnification without Customer's prior consent, which consent shall not be unreasonably withheld or delayed. Customer may elect to participate in the defense of any claim with counsel of its choosing at its own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13.2 If the Licensed Products are subject to an IP Claim, or if Precisely reasonably believes that the Licensed Products may be subject to such a claim, Precisely reserves the right to: (a) modify the Licensed Products so that they are non-infringing or offer a non-infringing replacement Licensed Product, at no cost to Customer, which modified or replacement Licensed Product will be functionally equivalent; (b) procure, at no cost to Customer, the right to continue to use such Licensed Products; or (c) terminate Customer's use of such Licensed Products. If Precisely terminates use of such Licensed Products, Customer's remedies, in addition to the indemnification set out herein, will be limited to a refund of any prepaid but unused fees for such Licensed Products.

13.3 Precisely will not indemnify Customer or be liable for claims arising from: (a) Customer Data, Third-Party Products, or any Licensed Products provided for Evaluation; (b) the use of the Licensed Products in combination

with data, hardware or software not provided by Precisely; or (c) Customer's use of the Licensed Products other than as permitted in this Agreement; or (d) any modification to the Licensed Products other than by Precisely.

13.4 Customer acknowledges that certain risks are best able to be mitigated by Customer. In that regard, Customer shall (a) defend Precisely against a claim by an unrelated third party: (i) alleging that Customer Data or any other data, files or other materials provided by Customer to Precisely infringes any copyright, trademark, or patent or misappropriates any trade secret; or (ii) arising out of Customer's violation of Section 3 (Use of Licensed Products) or Section 12 (Compliance); and (b) indemnify Precisely in respect of a final award made by a court of competent jurisdiction or the amount agreed to by Customer in settlement of such claims; provided that: (i) Customer will have exclusive control of the defense and negotiation of any settlement of such claims; (ii) Precisely notifies Customer promptly of any such claim; (iii) Precisely provides reasonable cooperation to Customer in relation to the defense, settlement and mitigation of such claims, and (iv) Precisely does not make any admission or otherwise compromise the defense or settlement of such claims. Customer will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of Precisely not otherwise covered by this indemnification without Precisely's prior consent, which consent shall not be unreasonably withheld or delayed. Precisely may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

13.5 This Section 13 sets out Precisely's entire liability and Customer's exclusive remedy for IP Claims.

14. LIMITATION OF LIABILITY

14.1 DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO SECTION 14.3, NEITHER PARTY (NOR PRECISELY'S THIRD PARTY SUPPLIERS) WILL BE LIABLE (IN TORT, CONTRACT OR OTHERWISE) FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, GOODWILL OR REPUTATION, OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

14.2 MAXIMUM LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBJECT TO SECTION 14.3, IN ANY EVENT, EACH PARTY'S (AND PRECISELY'S THIRD PARTY SUPPLIER'S) MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER (IN TORT, CONTRACT OR OTHERWISE) WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PRECISELY UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE SUCH CLAIM IS MADE.

14.3 EXCLUSIONS. THE DISCLAIMER IN SECTION 14.1 AND THE MAXIMUM LIABILITY IN SECTION 14.2 DO NOT APPLY TO: (A) THE EXTENT PROHIBITED BY APPLICABLE LAW; (B) CUSTOMER'S BREACH OF SECTION 3 (USE OF LICENSED PRODUCTS) OR SECTION 12 (COMPLIANCE); (C) CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER AN ORDER OR SOW; (D) EITHER PARTY'S BREACH OF SECTION 10 (CONFIDENTIALITY); (E) EITHER PARTY'S LIABILITY UNDER SECTION 13 (INDEMNIFICATION); OR (F) EITHER PARTY'S MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14.4 SUBJECT TO APPLICABLE LAW, CLAIMS IN RELATION TO THIS AGREEMENT MUST BE MADE WITHIN SIX YEARS OF THE EVENT GIVING RISE TO THE CLAIM.

15. SUSPENSION

15.1 Reserved.

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15.2 Precisely may suspend or restrict Customer's or any User's use of the Licensed Products at any time where Precisely is required to by a governmental or regulatory body or a court of competent jurisdiction or in situations where a User is found to be on a Prohibited Party List.

15.3 Reserved.

15.4 Except where the suspension has arisen as a result of Precisely's breach of the Agreement, suspension of the Licensed Products in accordance with this Section 15 will not affect Precisely's other rights under the Agreement or Customer's payment obligations in relation to the Licensed Products.

16. NO CANCELLATION BY CUSTOMER.

Except to the extent otherwise required by applicable law (including FAR Clause 52.212-4(l) or (m) with 30 day notice and right to cure) or as specifically set forth in an Order, Customer cannot cancel or terminate any Order prior to the expiration of the applicable Term of such Order. Customer may stop using the Licensed Products at any time, but Customer is liable for all remaining charges for the Term, regardless of whether Customer uses the Licensed Products for the entire Term.

17. TERM AND TERMINATION

17.1 This Agreement is effective on the Effective Date and will remain in effect until terminated as set forth herein (the “**Term**” of this Agreement).

17.2 Each Order will commence on the Commencement Date and will remain in effect during the term identified in the Order (the “**Term**” of such Order).

17.3 When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Precisely shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

17.4 Reserved.

17.5 Upon termination of this Agreement or expiration/termination of an Order or SOW as set forth in this Agreement: (a) Customer will immediately cease use of the applicable Licensed Products (including any Evaluation of Licensed Products) except to retrieve the Customer Data and Data Output during the period set out in Section 17.6; (b) Precisely and Customer will promptly return all Confidential Information of the other party (except in the case of Customer Data which shall be deleted from the Hosted Software by Precisely at the end of the period set out in Section 17.6); provided that a party may retain a copy of the other party’s Confidential Information where it is obliged to do so by applicable law or regulations or as part of its archival process in accordance with Section 10.5; and (c) Customer shall delete and/or remove all copies of the On-Premises Software from Customer Systems, promptly destroy all copies of the On-Premises Software, and if requested, certify in writing that it has done so.

17.6 Where the Customer has purchased a subscription for Hosted Software, Precisely shall permit the Customer to download its Customer Data and Data Output stored on such Hosted software for a period of 30 days following termination or expiry of the Term of the Order in relation to the Hosted Software. Customer is responsible for ensuring that it has exported and retrieved all Customer Data and Data Output used in connection with Hosted Software before the termination or expiry of the Hosted Software subscription license.

17.7 Sections 8 (Proprietary Rights), 9 (Fees), 10 (Confidentiality), 11.3 (Prohibited Data), 13 (Indemnification), 14 (Limitation of Liability), 18.5 (Applicable Law and Jurisdiction), and 18.6 (Verification) and any other provisions which by their nature are intended to survive such termination or expiry will survive termination of this Agreement indefinitely or to the extent set out therein.

18. GENERAL

18.1 Force Majeure. In accordance with FAR Clause 52.212-4(f), except for Customer’s payment obligations, neither party will be liable for, and each is excused from, any failure to perform hereunder or delay in such, to the extent that such failure or delay is due to a Force Majeure Event. The occurrence of a Force Majeure Event will not operate to terminate this Agreement.

18.2 Assignment. Neither party shall be entitled to assign or otherwise transfer this Agreement, in whole or in part without the prior written consent of the other party which shall not be unreasonably withheld or delayed.

18.3 Sub-Contracting.

(a) Precisely shall be entitled to appoint subcontractors to perform some or all of its obligations under this Agreement, including the Hosting Service Provider with respect to the Hosted Software. Services may also be provided by subcontractors. Precisely is responsible for all acts and omissions of subcontractors performing

Services as if such acts and omissions were made by Precisely.

- (b) Customer acknowledges and agrees that the Hosted Software is hosted on a platform provided by a third-party Hosting Service Provider. Precisely may change its Hosting Service Provider; provided such change does not have a material adverse effect upon the Hosted Software or Customer's use of such Hosted Software.

18.4 Publicity. With Customer consent, Precisely is permitted to: (a) list Customer's name in accordance with any Customer's trademark guidelines communicated to Precisely, including General Services Acquisition Regulation (GSAR) 552.203-71; or (b) state that Customer has Licensed Products. Specific details related to Customer's use of Licensed Products and other marketing material such as press releases, case studies and other collateral using quotes or requiring active participation of Customer to create will be subject to Customer's consent.

18.5 Applicable Law and Jurisdiction. This Agreement and each Order shall be governed by and construed under the Federal laws of the United States without regard to the United Nations Convention on Contract for the International Sales of Goods.

18.6 Verification. During the Term and for a period of six (6) months following its termination or expiry, Precisely or its designated third party may verify Customer's compliance with the terms of the Agreement and applicable Orders with respect to Customer's use of or access to the Licensed Products upon ten (10) days written notice to Customer. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Customer's work environment. Precisely may use an independent third party under obligations of confidentiality to provide assistance. Precisely will notify Customer in writing if any such verification indicates that Customer has used the Licensed Products in excess of the use authorized by this Agreement. Customer agrees to promptly pay all associated fees directly to Precisely for the charges for such excess use.

18.7 No Waiver. No waiver of or failure to act regarding any breach of this Agreement by either party or the failure of either party to insist on the exact performance of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by the party issuing the waiver.

18.8 Notices. Any notice alleging a breach of this Agreement will be in writing and will be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any notice from Precisely relating to the Hosted Software and applying to Precisely's customers generally may be by a notice to Users within the Hosted Software itself or sent to the email address for the primary point of contact on file at Precisely. Any other notice required to be provided by Precisely under this Agreement may be sent by postal mail or e-mail to the individual designated by Customer, and to Precisely as noted below unless otherwise specified in an applicable Order or unless Customer is notified otherwise:

Precisely Software Incorporated
1700 District Avenue #300
Burlington, MA 01803 USA
Attn: General Counsel
Email: legal@precisely.com

18.9 No Third-Party Beneficiaries. No person or entity not a party to this Agreement shall be entitled to rely on its terms; provided that Precisely's third party suppliers may rely on Sections 7.4 (Warranty Disclaimers) and 14 (Limitation of Liability) of this Agreement.

18.10 Severability. If any provision of this Agreement, or portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement will remain in full force and effect.

18.11 Relationship. Each party will act as an independent contractor and employees of each party will not be considered employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party is responsible for the acts of its own employees, officers, directors, subcontractors, representatives, and other agents.

18.12 Entire Agreement. This Agreement and all appendices, exhibits, schedules, addenda and attachments thereto (a) constitute the entire agreement between the parties with regard to the subject matter, may not be modified or amended except as noted in the introductory paragraph "Modifications to this Agreement" or as otherwise indicated herein, and (b) supersede all proposals, understandings, representations, prior agreements or communications relating to Customer's use of the Licensed Products or Services. This Agreement also supersedes any preprinted terms contained on a purchase order or similar document issued by Customer and any such terms will have no force or effect regardless of whether Precisely signs such purchase order. Customer has not been induced to enter into this Agreement by any representations or promises not specifically stated herein. This Agreement will not be construed against the party that prepared it, but instead will be construed as if both parties prepared it.

18.13 U.S. Government End Users. Where Customer is an agency or instrumentality of the United States Government, or where the Licensed Products or Services are acquired by or on behalf of the United States Government, the terms of Exhibit F ("U.S. Government End Users") apply and, in the event of any conflict, control over the terms of this Agreement, any Order, and any SOW.

SCHEDULE 1

LICENSE METRICS FOR ORDERS

These additional terms are applicable to any Order for Licensed Products that uses these as defined terms:

“Application” means the software program or group of programs provided by Customer that will use and/or interface with the Licensed Products.

“Clusters” means a group of two or more Computers (nodes) that run in parallel and work in combination as a single more powerful machine.

“Communication” means the creation of a unique policy, invoice, statement, or other written notice to be delivered physically and/or electronically to Customer’s clients.

“Computer” means the server or computer of a Customer System identified in an Order on which Licensed Products are authorized to be installed and used. If no specific computer is identified in the Order, then “Computer” will be any single physical server.

“Core” means a logical execution unit containing an L1 cache and functional units installed in a socket that can independently execute programs or threads. Cores can be physical or virtual.

“CPW” means commercial processing workload and is a metric for system performance generally associated with IBM machines. A CPW metric is not representative of any specific environment, but it is generally applicable to the commercial computing environment and represents the relative computing power of these systems in a commercial environment. No prediction can be made that a specific workload will perform in the same way that the workload used to generate CPW information performs.

“Data Asset Limit” means the aggregate count of items stored in the following classes of Assets (i.e., physical record within a table) within the Licensed Products: Business Asset, Technical, Diagram Asset, Models, Policies, Rules and Reference Asset.

“Installation Site” means the location where the Licensed Products are authorized to be installed.

“Instance” means a virtual server running workloads in a cloud environment, including ones for production, non-production, and disaster recovery.

“Licensed Platform” or **“Designated Equipment”** means a specific part of the Customer System upon which the Licensed Products are to be installed.

“LPAR” means a logical partition on a Computer, generally a subset of a Computer's hardware resources, virtualized as a separate computer hosting a separate instance of an operating system.

“MIPS” means the processing speed of a computer expressed in millions of instructions per second.

“MSU” means the measurement of the amount of processing work a mainframe computer can perform in one hour expressed in million service units.

“Node” means each physical or virtual machine of up to 4 Processor Cores in a Cluster-based environment that either stores and/or processes data in frameworks including, but not limited to, Apache Hadoop,[®] Apache Spark,[™] or similar framework, where edge nodes, management nodes and nodes with similar functions will be counted as a Node for purposes of an Order.

“Processor” or **“CPU”** means the logic circuitry that responds to and processes the instructions that run a Computer or that access or run software whether in a physical or virtual environment. Each Processor/CPU may be comprised of multiple Cores, each of which may act independently as an individual Processor/CPU.

“Remote Access” means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents, or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer or virtual environment, from locations other than the Installation Site.

“Service Provider” means use of a Licensed Product to perform services for entities other than Customer, including, to: (a) verify address information and/or provide postal-related services; (b) provide analytics; (c) develop, design, archive, process and/or print business documents; (d) merge or convert print stream data; (e) append geographic coordinates or demographics to address records or other data; and/or (f) perform other data processing services.

“Site” means the location for the installation of On-Premises Software (generally the physical address of the applicable Customer System).

“Territory” means the geographic area (if any) for which the Licensed Product has been authorized for use.

“User Types” means the User rights granted in connection with the license of certain Licensed Products (generally desktop On-Premises Software), including the following: (a) Users that (i) have add/modify access and can create and edit assets, workflow configurations, dashboards, and relationships, and (ii) can resolve workflow items from Reader Users (**“Content Contributor User”**), (b) Users who have view-only access and can view assets and dashboards, comment, initiate a workflow on an asset, and resolve workflow issues, but cannot configure workflows or edit assets (**“Reader User”**), or (c) Users that have design functionality access (**“Designer Users”**). Users of a particular User Type can use the Licensed Product concurrently unless otherwise specified in an Order.

EXHIBIT A

DATA PROCESSING ADDENDUM Precisely as Processor

The terms of this Data Protection Addendum ("**DPA**") are incorporated into the Product and Services End User License Agreement to which this DPA is an Exhibit (the "**Agreement**") governing the license of certain products and services by Precisely Software Incorporated ("**Precisely**") to and/or through its General Services Administration ("**GSA**") schedule.

This DPA applies only to the extent Precisely Processes Customer Personal Data on behalf of a Customer in connection with the Licensed Products and Services as a Data Processor (as such term is defined below). In the event and to the extent of a conflict between this DPA and the Order, this DPA shall control with respect to that conflict. In the event and to the extent of a conflict between this DPA and the SCCs, the SCCs shall control with respect to that conflict.

If the Customer is a federal agency or instrumentality of the United States ordering as an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State to the extent, and only to the extent that such provision is inconsistent with the Federal law of the United States. All other provisions of this Data Processing Agreement remain in full force and effect.

1. DEFINITIONS

1.1 For the purposes of this DPA, the following terms will have the corresponding definitions:

"Applicable Laws" means all laws, regulations, binding court orders, and binding regulatory decisions in any jurisdiction as may be applicable to either party or otherwise relevant to this DPA.

"Business Days" means any day excluding Saturday, Sunday and any day which is recognized as a legal holiday in the jurisdiction of either of the parties.

"Customer" under this Agreement, means any licensee from Precisely leveraging Precisely's GSA Schedule to the extent Precisely Processes Personal Data on behalf of such licensee in connection with the Licensed Products and Services as a Data Processor.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data. The term Data Controller shall include the term "Business" as that term has been defined in the CCPA.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller. The term Data Processor shall include the term "Service Provider" as that term has been defined in the CCPA.

"Data Protection Laws" means all laws, regulations, binding court orders, and binding regulatory decisions, relating to data protection and privacy of personal data, as amended, extended, re-enacted or replaced from time to time, in any jurisdiction as may be applicable to either party or otherwise relevant to the Processing of Personal Data under this DPA, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), the UK Data Protection Act of 2018 ("**UK DPA**"), the California Consumer Privacy Act of 2018, as amended ("**CCPA**") and similar data protection and privacy laws.

"Data Subject" means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Deidentified Data" means any Personal Data (including Customer Personal Data), which has been deidentified or aggregated, pursuant to applicable Data Protection Laws, such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Precisely or any other party reasonably likely to receive or access such Personal Data.

“DPA Term” with respect to this DPA once executed in accordance with Section 1, means the duration of the Processing under this DPA with respect to an Order beginning on the Commencement Date of such Order and continuing for the duration that Precisely is Processing Customer Personal Data in connection with the Order.

“Order” means a Precisely provided document pursuant to which Customer acquires a license to Hosted Software as evidenced by (a) a written agreement signed by Customer and Precisely (including a Product Schedule), (b) Customer’s acceptance of applicable online ordering terms, or (c) Precisely’s quotation that has been accepted by Customer’s issuance of a purchase order referencing the quotation by number.

“Personal Data” means any information relating to an identified or identifiable natural person (**“Data Subject”**) or household or that is otherwise regulated under Data Protection Laws; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, biometric data, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“Personal Data Breach” means a validated breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed under this DPA.

“Processing” (and its derivatives) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Sale” and its derivatives, means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Customer Personal Data to a third party for valuable consideration other than as for the purposes described in the Agreement (or as otherwise agreed in writing by the parties).

“SCCs” means

- (a) for transfers of Personal Data subject to the GDPR, Module 2 (Transfer Controller to Processor) of the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (as may be amended, updated or superseded from time to time (**“EU SCCs”**); and
- (b) for transfers of Personal Data subject to UK DPA, the EU SCCs supplemented by the International Data Transfer DPA to the EU Commission Standard Contractual Clauses, as may be amended, updated or superseded from time to time (**“UK SCCs”**).

“Sub-processor” means any other Processors engaged by Precisely to Process Customer Personal Data.

“Transfer” means to disclose or otherwise make Customer Personal Data available to a third-party including by enabling remote access or by other means.

1.2 In the event of any conflict or ambiguity between the provisions of this DPA, the Agreement and any Order, the conflict or ambiguity shall be resolved in the following descending order of precedence: this DPA; the Orders (with the most recent taking precedence); and the main body of the Agreement. Terms that have been capitalized but not defined in this DPA shall have the same meaning as in the Agreement or the Data Protection Laws, as applicable.

2. ROLES AND RESPONSIBILITIES

2.1 **Parties' Roles.** Customer, as Controller, appoints Precisely as a Data Processor to Process the Customer Personal Data on Customer's behalf. This DPA does not apply where Precisely is the Controller.

2.2 **Customer’s Instruction.** Precisely shall Process Customer Personal Data for the purposes set forth in the Agreement and only in accordance with Customer’s lawful, documented instructions, unless Precisely is required to Process Customer Personal Data by the Applicable Laws to which Precisely is subject. In such case, Precisely will inform the Customer of these legal requirements, unless Applicable Laws prohibit such information. Customer agrees that this DPA, the Agreement and any statements of work or Orders comprise Customer’s complete

instructions to Precisely regarding the Processing. The Customer's instructions may be specific or of a general nature as set out in this DPA or as otherwise notified in writing by the Customer to Precisely from time to time, including the costs (if any) associated with complying with such instructions. Precisely is not responsible for determining if Customer's instructions are compliant with Applicable Laws. However, Precisely may refrain from complying with the Customer's instruction if it notifies the Customer that, in Precisely's opinion, an instruction for the Processing of Customer Personal Data given by the Customer infringes Data Protection Laws. The purpose of this section is only to determine the scope and the purposes of Processing of Customer Personal Data by Precisely and nothing in this DPA will be deemed an obligation of Precisely to accept any instructions of the Customer other than to provide the Licensed Products as provided under the Agreement.

2.3 Customer Compliance. Customer shall, in its use of the Licensed Products, Process Customer Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirements to provide notice to Data Subjects of the use of Precisely as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Customer Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data and the lawfulness of the means by which Customer acquired and Processes Customer Personal Data prior to disclosing, transferring or otherwise making available, any Customer Personal Data to Precisely. Customer shall ensure that its provision of Customer Personal Data to Precisely in connection with the Agreement is lawful under Data Protection Laws.

2.4 Sale of Personal Data. The parties acknowledge and agree that Customer does not Sell Customer Personal Data to Precisely in connection with the Agreement and that Precisely does not Sell Customer Personal Data to any third parties.

3. DATA PROCESSING

3.1 Each Party shall comply with Data Protection Laws in connection with the performance of its obligations and the exercise of its rights under this DPA.

3.2 To the extent applicable, Precisely shall ensure that all personnel who have access to Customer Personal Data are subject to suitable confidentiality obligations.

3.3 Taking into account industry standards, the costs of implementation, the nature and purposes of the Processing and any other relevant considerations relating to the Processing of Customer Personal Data on Precisely's systems, Precisely shall implement and maintain technical and organizational measures designed to protect Customer Personal Data against a Personal Data Breach by putting in place the measures set out in Schedule 2. Customer hereby confirms that these technical and organizational measures are appropriate to protect Customer Personal Data to meet the requirements of this DPA. Precisely is permitted to implement alternative measures having equivalent effect. In doing so, the security level of the measures specified in Schedule 2 must not be degraded.

3.4 In the event that Precisely becomes aware of a Personal Data Breach affecting Customer Personal Data stored on Precisely's systems or site, Precisely shall notify Customer without undue delay, and in no event more than seventy-two (72) hours, and undertake such remediation as necessary to rectify the adverse effects of the Personal Data Breach. Precisely shall (i) notify the Customer in writing of the Personal Data Breach and where permissible, any third-party legal process relating to the Personal Data Breach; (ii) help Customer investigate, evaluate, remediate, provide notice, and take any other action Customer deems reasonably necessary regarding the Personal Data Breach and any dispute, inquiry, investigation, or claim concerning the Personal Breach; and (iii) provide Customer with assurance satisfactory to Customer that it has taken reasonable steps to implement measures to remediate and address any Personal Data Breach including any future occurrence of such Personal Data Breach.

3.5 Any notification required under Section 3.4 must satisfy the requirements under Applicable Data Protection Law and include, at a minimum where feasible: (i) a description of the Personal Data Breach, including the number and categories of individuals affected, categories and number of records concerned, types of Personal Data

affected, likely consequences of the Personal Data Breach, and date and time of such incident; (ii) a summary of the incident that caused the Personal Data Breach and any ongoing risks that the Personal Data Breach poses; (iii) a description of the measures proposed or taken by Precisely to address the Personal Data Breach; (iv) any other information required under Applicable Data Protection Law; and (v) any other information reasonably requested by Customer relating to the Personal Data Breach.

3.6 In the event of a Personal Data Breach affecting Customer Personal Data, Customer shall collaborate with Precisely and provide input and make decisions in relation to the breach notification process, including but not limited to control over notifying any individuals, supervisory authorities, or third parties of the Personal Data Breach, unless Applicable Data Protection Law dictates otherwise.

4. SUBPROCESSING

4.1 Customer authorizes Precisely to appoint and use Subprocessors in accordance with this Section 4. Precisely may continue to use those Subprocessors already engaged by Precisely prior to the DPA Term. A list of such sub-processors can be obtained upon request or are listed on the Precisely website. At least 30 days before Precisely engages a Subprocessor, Precisely will update the relevant website and provide Customer with a mechanism to obtain notice of the update. If, within five (5) Business Days of receipt of that notice, Customer notifies Precisely in writing of any objections (on reasonable grounds) to the proposed appointment: (a) Precisely shall use reasonable efforts to make available a commercially reasonable change in the provision of the Hosted Software which avoids the use of that proposed Sub-processor; and (b) where: (i) such a change cannot be made within thirty (30) Business Days from Precisely's receipt of Customer's notice; (ii) no commercially reasonable change is available; and/or (iii) Customer declines to bear the cost of the proposed change, notwithstanding anything in the Order, either party may, by written notice to the other party with immediate effect, terminate the Order either in whole or to the extent that it relates to the Hosted Software which require the use of the proposed Sub-processor.

4.2 With respect to each Sub-processor, Precisely shall: (a) before the Sub-processor first Processes Customer Personal Data (or, as soon as reasonably practicable), carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Customer Personal Data required by this DPA; and (b) ensure that the arrangement between Precisely and the Sub-processor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA. Precisely shall be liable for the acts and omissions of its Sub-processors to the same extent Precisely would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

5. TRANSFERS OF PERSONAL DATA AND THE SCCs

5.1 Customer authorizes Precisely to Transfer the Customer Personal Data across any national borders or permit remote access to Customer Personal Data from any employee, contingent worker, affiliate, Sub-processor or other third party outside of the country, and Customer hereby consents to the Transfer of Customer Personal Data, provided such Transfer complies with the provisions of this DPA and Data Protection Laws, including but not limited to the requirement to ensure an adequate level of data protection while transferring Customer Personal Data.

5.2 With regard to Transfers of Customer Personal Data originating from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Data Protection Laws), Precisely will conduct the transfers of Customer Personal Data pursuant to the EU SCCs or another lawful transfer mechanism. With regard to Transfers of Customer Personal Data originating from the UK, Precisely will conduct the transfers of Customer Personal Data pursuant to the UK SCCs or another lawful transfer mechanism. Schedule 1 sets out the description of Customer Personal Data Processing and Schedule 2 sets out the Technical and Organizational Measures necessary to complete the SCCs.

5.3 For each applicable version of the SCCs between Precisely and Customer: (a) Customer and Precisely are deemed to have executed the SCCs as of the start of the DPA Term; and (b) Precisely is the "Data Importer" and

Customer is the “Data Exporter” under the SCCs. Nothing in this DPA shall modify the terms and conditions of the SCCs. Therefore, in the case of any conflict between this DPA and the SCCs, the latter shall prevail.

5.4 In the event that EU or UK authorities or courts determine that the SCCs are no longer an appropriate basis for Transfers, Precisely and Customer shall promptly take steps reasonably necessary to demonstrate adequate protection for the Customer Personal Data, using another approved mechanism. Customer understands and agrees that Precisely may terminate the Transfers as needed to comply with Data Protection Laws.

5.5 Precisely shall, where legally permissible, advise Customer of any US-based governmental requests for access to Customer Personal Data (“**US Data Requests**”), and advise Customer of any EU-EEA based governmental requests for access to Customer Personal Data (“**EU-EEA Data Requests**”) or UK based governmental requests for access to Customer Personal Data (“**UK Data Requests**”) and work with Customer so that Customer may object to such US Data Requests, EU-EEA Data Requests, or UK Data Requests. For the avoidance of doubt, Customer understands that Precisely may not be legally allowed to notify the Customer of US Data Requests, EU-EEA Data Requests or UK Data Requests under certain circumstances.

6. COOPERATION

6.1 With regard to Customer Personal Data as required under Data Protection Laws, Precisely shall provide reasonable assistance to Customer, to carry out/respond to: (i) data protection impact assessments and prior consultations with data protection authorities; (ii) Data Subject requests to exercise rights, including requests to access their Customer Personal Data, to the extent that Customer is unable to access the relevant Customer Personal Data through the Licensed Products; (iii) inquiries or complaints received from a Data Subject, regulator, or other third party; and (iv) making any filings, disclosures, or registrations required by data protection authorities in connection with the provision or receipt of the Licensed Products.

6.2 Precisely will promptly inform Customer of (i) any Data Subject requests to exercise rights or (ii) any communications received from a Data Subject, regulator, or other third party, that relate to Precisely’s provision of the Licensed Products to Customer. For the avoidance of doubt, Customer is responsible for responding to such requests or communications.

7. DELETION/RETURN OF CUSTOMER PERSONAL DATA

To the extent applicable, upon the termination of the Agreement for any reason, or at any time upon Customer’s written request, Precisely shall, as soon as reasonably practicable, make the Customer Personal Data accessible for download or return to Customer and/or securely delete or destroy, in accordance with Data Protection Laws, all originals and copies of Customer Personal Data, except to the extent otherwise required by the Agreement, this DPA or any Data Protection Laws. Upon written request by Customer, Precisely shall promptly provide to Customer a written confirmation that all Customer Personal Data has been returned to Customer or securely destroyed in accordance with the Agreement and this DPA. Notwithstanding the foregoing, Precisely may retain Customer Personal Data in accordance with Precisely’s records management and digital archival back-up policies (“**Records Management Policy**”) provided such Customer Personal Data is destroyed in due course in accordance with the Records Management Policy and Data Protection Laws. Precisely reserves the right to charge Customer for any reasonable costs and expenses incurred by Precisely in destroying the Customer Personal Data pursuant to this section if the costs exceed a commercially reasonable amount.

8. DEIDENTIFIED DATA. Subject to applicable Data Protection Laws, Precisely may freely use and disclose Deidentified Data for Precisely’s own business purposes.

9. AUDITS

Precisely shall make available to Customer, on written request, such information as reasonably appropriate under the circumstances to demonstrate Precisely’s compliance with Sections 2 to 7 of this DPA. Precisely’s control environment is subject to routine third party inspections and attestations (e.g., AICPA SOC 2 or another generally accepted industry standard that is applicable to Precisely as a service provider) (together, “**Controlled Reports**”). Upon the Customer’s written request, Precisely will make available to Customer the Controlled Reports that directly relate to the Licensed Products, it being understood that the Controlled Reports are Precisely Confidential

Information (level 1). To the extent that the scope of the Controlled Reports does not cover Licensed Products provided to Customer under the Agreement or does not provide the information reasonably requested by Customer, Customer shall have the opportunity to request such additional information in writing and Precisely shall have the opportunity to provide such additional information in writing or electronic format (level 2). To the extent that the information provided by Precisely on level 1 and level 2 does not reasonably satisfy Customer's request, independent auditors mutually agreed between the parties may examine or audit the documentation and records regarding those Licensed Products, at the Customer's expense, as they are deployed on the Customer's premises (level 3). For the avoidance of doubt, this audit provision does not extend to Precisely's site or operations that are separate from the Licensed Products. Any audits carried out under this provision must be conducted during regular business hours and upon at least forty-five (45) Business Days' advance written notice. Unless otherwise requested due to important reasons (e. g. a binding order of a data protection authority; Personal Data Breach), in each twelve (12) month period, Customer shall be entitled to conduct one (1) such audit. Any Precisely information obtained or observed during such examination or audit shall be deemed Precisely's Confidential Information. Customer shall reimburse Precisely for any time expended for any such on-site audit at Precisely's then-current professional services rates, which shall be made available to Customer upon request. All reimbursement rates shall be reasonable, taking into account the resources expended by Precisely.

10. CCPA AND SIMILAR US DATA PROTECTION LAWS

If Precisely is processing Customer Personal Data within the scope of the CCPA or similar Data Protection Laws implemented by a US state, Precisely makes the following additional commitments to Customer: Precisely will (i) process Customer Personal Data on behalf of Customer (ii) not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any "sale" exemption; and (iii) not sell any Customer Personal Data, including that which Precisely receives pursuant to this DPA or the Agreement. These CCPA terms do not limit or reduce any data protection commitments Precisely makes to Customer in this DPA, the Agreement, or other agreement between Precisely and Customer.

Schedule 1
Description of Personal Data Processing

Location(s) of the Processing	Worldwide
Data Controller(s)/ Exporter(s) (as applicable)	Name: As set out in the Agreement for Customer. Address: As set out in the Agreement for Customer. Activities relevant to the data transferred under the DPA: the Data Exporter is exporting Personal Data to receive the Licensed Products described in the Agreement. Role: Controller
Data Processor(s)/ Importer(s) (as applicable)	Name: As set out in the Agreement for Precisely. Address: As set out in the Agreement for Precisely. Activities relevant to the data transferred under the DPA: Precisely is importing and Processing the Data Exporter's Personal Data to provide the Licensed Products and Services described in the Agreement. Role: Processor Contact person's name, position and contact details: Attn: Chief Privacy Officer, Precisely Global Privacy Office; email: privacy@precisely.com
Subject Matter and Duration of the Processing	The subject matter and duration of the Processing shall be according to the Agreement in connection with the Licensed Products and Services.
Purpose of the Processing / Processing Operations	The Customer Personal Data is Processed for the purpose of providing Licensed Products and Services including: (a) customer service activities, such as processing orders, providing technical support and improving offerings, (b) on-premises software or hosting software, (c) consulting, professional, security, storage, and other services delivered to Customer, and (d) internal business processes and management, fraud detection and prevention, and compliance with governmental, legislative, and regulatory requirements.
Categories of Data Subjects (whose Personal Data is transferred)	Customer Personal Data Processed may concern the following categories of data subjects: employees, contractors, suppliers, business partners, representatives and end users of the Customer, and other individuals whose personal data is Processed by or on behalf of Customer or Customer's customers and delivered as part of the Services and Licensed Products.
Categories/ Types of Personal Data transferred	Customer Personal Data related directly or indirectly to the categories of data subjects listed above, including online and offline Customer Personal Data provided by or on behalf of the Customer or its users of the Services and Licensed Products.
Types of Special Category ("Sensitive") Data transferred (if applicable)	N/A

Applied restrictions or safeguards in respect of Sensitive Data <i>(EU SCCs only)</i>	N/A
Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis) <i>(EU SCCs only)</i>	Continuous basis for the duration of the Agreement.
The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period <i>(EU SCCs only)</i>	DPA Term, or as otherwise agreed in writing between the parties.
Specific Elections <i>(EU SCCs only)</i>	EU SCCs Elections: The parties agree to elect the following options within the EU SCCs: • For Clause 7 of the EU SCCs, the parties elect not to include the optional language. • For Clause 9(a) of the EU SCCs, the parties elect to include the language in Option 2 with 15 Business Days as the specified time period. • For Clause 11(a) of the EU SCCs, the parties elect to not include the optional language. Competent Supervisory Authority: The parties agree that the supervisory authority of the Data Exporter will act as the competent supervisory authority.
	Governing Law: For purposes of Clause 17 of the EU SCCs, the parties agree that the law of the country in which the Data Exporter is located will be the governing law. Choice of Forum and Jurisdiction: For purposes of Clause 18 of the EU SCCs, the parties agree that the courts of the country in which the Data Exporter is established will resolve any dispute arising from the EU SCCs.

Schedule 2

Technical and Organizational Measures

Precisely maintains policies and standards for the protection of Customer Personal Data that originate from industry standard frameworks and establish uniform security and privacy standards for Precisely's operations. Precisely's Information Security Management System (ISMS) aligns and complies with ISO27001 standards. Precisely reviews its systems regularly against ISO 27001, CIS, SOC 2 Controls, and NIST Frameworks, and any identified risks or gaps are addressed accordingly. Precisely implements administrative, technical, physical, and product safeguards that relate to the protection of such Customer Personal Data against accidental or unlawful destruction, loss, access to or alteration of Customer Personal Data in Precisely's possession or control.

Precisely ensures that its Sub-processors who have Customer Personal Data maintain data security programs which are at least as stringent as Precisely's own programs with respect to the applicable service to which such Sub-processor has been engaged, and in accordance with generally accepted industry standards and practices. Precisely maintains a risk management program focused on the identification, evaluation, and validation of a Sub-processor's security controls.

Categories	Practices
Administrative Safeguards	Background Checks Precisely employees undergo background checks to the extent allowed by local law and sign a non-disclosure agreement before hire. All employees attest and reaffirm company handbook, data privacy, and security policies annually thereafter. Security and Privacy Training Upon hire and on an ongoing basis, all Precisely employees are required to undertake tested security and privacy training, which cover safe data handling and classification, data privacy law compliance, security best practices, and adherence to the principle of least privilege. The company provides training on specific role-based aspects of security and privacy. Examples include the product development team undergoing privacy by design and secure software development training, the professional services team undertaking data privacy compliance, and ePHI specific training, in addition to training and testing all employees on phishing, vishing, and smishing vectors. Incident Management Precisely has implemented an Incident Response Plan which details the processes for detecting, reporting, identifying, analyzing, and responding to security incidents impacting Precisely infrastructure and data under its purview. Data Breach Notification In the event of a data breach, Precisely will follow its Incident Response Plan and fulfil its contractual obligations to notify partners and customers of incidents impacting the infrastructure and data related to the delivery of their services and products. Third Party Risk Management Precisely may use sub-processors to perform or deliver services. They are only allowed access to customer data where needed to provide the services and shall be bound by written agreements that require them to provide strict levels of data protection as required by Precisely and applicable regulations. These

	agreements are no less stringent than the data protection levels afforded by the customer's agreement with Precisely. Initial and ongoing vendor assessments are conducted to ensure proper data security and privacy practices are in place throughout the vendor relationship. Changes to vendor services provided or changes to existing contracts require a security risk assessment to confirm that the changes do not present additional or undue risk.
Technical Safeguards	Data Encryption All customer data held by Precisely is encrypted in transit and at rest. Information Classification and Handling Policy Precisely has implemented an Information Classification and Handling Policy which governs data labeling and retention. Where appropriate, platforms use built-in rules to govern retention and employees follow operational guidelines for the secure removal of data at termination of services. Precisely follows NIST guidelines for the irrevocable logical and physical deletion of data. Backup and Recovery Precisely performs regular, secure backup and recovery testing of data and supporting systems. Backup intervals are dependent on the type of data and underlying repositories. Intervals range from minutes to daily. Wherever possible, resilient and redundant systems, services, and stack components are used for automated failover capability. Vulnerability Remediation Precisely has a Vulnerability Remediation policy to identify and remediate vulnerabilities according to the risk they present. Precisely utilizes numerous coordinated management frameworks to monitor code, services, and systems and ensure vulnerabilities are assessed and remediated. Intrusion and Malware Protection Precisely has in place multilayered network and endpoint solutions to protect company assets which are centrally monitored and alerted upon. Data Protection Precisely implements multiple data security controls including DLP (Data Loss Prevention), data profiling, and data governance technologies to ensure data is secure throughout its lifecycle. Logging & Monitoring Precisely has a process in place to log, monitor, and respond to events and anomalies in its systems and solutions. Precisely has deployed centralized non-repudiable logging and monitoring solutions to identify and investigate possible security events and track anomalous behavior. Dedicated and centralized SIEM (Security Info & Event Management) platforms allow for Precisely and its partners to proactively identify events and respond to incidents. Identity & Access Control Access to personal data is restricted based on least privilege through login credentials and timed access controls to those employees who require it to perform their job functions. In addition, Precisely utilizes access controls such as Multi-Factor Authentication, Single Sign-On, MAM,, strong password controls, and restricted access to administrative accounts. Precisely's solutions offer role-

	based access controls that allow customers to create least-privilege roles that only grant the minimum rights needed to perform specific functions. Security Operations Center Precisely maintains 24x7x365 monitoring operations with oversight of its entire infrastructure. Along with its partners, the company maintains a proactive threat hunting and rapid reaction posture to security incidents.
Physical Safeguards	Workplace Security Precisely maintains strict facility access controls by the use of electronic access controls and alarm systems to limit ingress to authorized individuals only. Visitor registration and escort policies and surveillance systems ensure all access is monitored. In addition, Precisely offices have fire suppression and fire detection systems or devices as well as clearly defined emergency exits and evacuation routes. Workplace health and safety measures are kept up to date with local laws and regulations as well as industry best practice. Data Center Security All data centers where data is processed and stored are in the geographic regions tailored to the regulatory requirements of customers. The Tier 1 facilities and service providers hold SOC 2, HIPAA, PCI DSS, and ISO 27001 amongst other certifications.
Product Security	Secure Design Principles Precisely products and services are designed with security in mind. Precisely utilizes a Secure Software Development Lifecycle based on the OWASP methodologies where applicable. The company incorporates automated and manual scanning of code and artifacts to detect and remediate defects and vulnerabilities. Precisely DevOps systems and processes support the core pillars of information security: Confidentiality, Integrity and Availability.

EXHIBIT B

SECURITY ADDENDUM

The terms of this Security Addendum (this “**Addendum**”) provide details of the information security program and policies and are incorporated into the Product and Services End User License Agreement to which this Addendum is an Exhibit (the “**Agreement**”) governing the license of certain products and services by Precisely Software Incorporated (“**Precisely**”) to and/or through its General Services Administration (“**GSA**”) schedule for the Term of the applicable Order.

This Addendum applies only to the extent Precisely obtains Customer Data as part of Customer’s license to Hosted Software pursuant to the Agreement.

1. DEFINITIONS

1.1 For the purposes of this Addendum, the following terms will have the corresponding definitions:

“**Customer Data**” has the meaning set forth in the Agreement.

“**Data Subject**” means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Precisely Systems**” mean the datacenter infrastructure owned or controlled by Precisely, including through agreements with the Hosting Services Provider(s) and other Precisely subcontractors.

“**Security Incident**” means, with respect to any Customer Data obtained by Precisely under the Agreement or this Addendum as part of Customer’s valid use of Hosted Software: any verified, actual: (a) loss or misuse (by any means) of such Customer Data; (b) accidental, inadvertent, unauthorized or unlawful destruction, alteration, disclosure of, access to, or corruption of such Customer Data; (c) compromise of the security, confidentiality or integrity of Customer Data, including but not limited to, a compromise of any physical, technical, administrative or organizational safeguards that relate to the protection of such Customer Data or (d) any unauthorized access to Precisely Systems containing Customer Data. Security Incidents do not include events which are either (a) caused by Customer, Customer Affiliates, Users or third parties operating under their direction, including failure to (i) control user access; (ii) secure or encrypt Customer Data which the Customer transmits to and from Precisely Systems during use of Hosted Software; and/or (iii) implement security configurations to protect Customer Data; or (b) unsuccessful attempts or activities that do not or are not reasonably likely to compromise the security of Customer Data, including unsuccessful login attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“**Term**” with respect to this Addendum and an associated Order, means the period beginning on the Commencement Date of such Order and continuing for the Term of such Order.

“**User**” has the meaning set forth in the Agreement.

1.2 In the event of any conflict or ambiguity between the provisions of this Addendum, the Agreement and any Order, the conflict or ambiguity shall be resolved in the following descending order of precedence: this Addendum; the Orders (with the most recent taking precedence); and the main body of the Agreement

1.3 Other terms that have been capitalized but not defined in this Addendum shall have the same meaning as in the Agreement.

DATA SECURITY

2. OVERVIEW

2.1 Customer Data Access. Precisely acknowledges that, in the course of providing Hosted Software to Customer pursuant to the terms of the Agreement, it may have or be granted access to Customer Data. Precisely

agrees to collect, process, transfer, disclose, store, and otherwise use Customer Data in the possession of Precisely consistent with the terms of this Addendum, unless otherwise required by law.

2.2 Data Security Programs. Precisely agrees to implement physical, technical, administrative or organizational safeguards that relate to the protection of such Customer Data against accidental or unlawful destruction, loss, access to or alteration of Customer Data in Precisely's possession or control.

2.3 Data Security Policies. Precisely shall maintain policies and standards for the protection of Customer Data that originate from industry standard frameworks and establish uniform security and privacy standards for Precisely's operations. Such policies shall be consistent with AICPA SOC 2 or another generally accepted industry standard that is applicable to Precisely as a service provider.

2.4 Third Party Subcontractors. Precisely shall be responsible for ensuring that its subcontractors who have Customer Data (including any Hosting Service Provider) maintain data security programs which are at least as stringent as Precisely's own programs with respect to the applicable service to which such subcontractor has been engaged, and in accordance with generally accepted industry standards and practices. Precisely shall maintain a risk management program focused on the identification, evaluation, and validation of a vendor's security controls.

2.5 On Boarding Process. The following measures are undertaken at the commencement of an individual's employment or engagement with Precisely:

- (a) **Background Checks**. Each individual assigned to perform Professional Services under the Agreement will have been subjected to a background check in accordance with Precisely's background checking policies, which at a minimum includes a criminal history search in accordance with local law. Each candidate's background check report is reviewed in determining whether employment of a candidate is consistent with the safe and efficient performance of Professional Services, taking into consideration any appropriate factors and applicable law.
- (b) **Training**. Precisely has implemented and maintains a Data Privacy and Information Security awareness program. Upon joining Precisely, employees with access to Customer Data will be given training on data security and privacy issues as part of their orientation, including on Precisely's current Information Security and Data Privacy Policies. Employees further agree in writing to perform their work according to Precisely's policies, standards, and procedures regarding information security and privacy requirements. Subsequent annual training is required and is supplemented by numerous educational initiatives. Depending upon job function, certain employees receive specialized training and/or receive training on a more frequent basis.

2.6 Ongoing Assessment. Precisely will regularly test and monitor the effectiveness of its safeguards, controls, systems, and procedures by appropriate internal or external assessors. Precisely will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer Data toward ensuring that these risks are addressed.

3. SECURITY MEASURES

Precisely maintains appropriate data protection and security measures for Customer Data. Such measures shall include the following:

3.1 Physical Security. Precisely takes precautions to ensure that all Precisely Systems hosting Customer Data are maintained in a physically secure environment to prevent unauthorized physical access, and that access restrictions at physical locations containing Customer Data, such as buildings, computer facilities, and records storage facilities, are designed and implemented to permit access only to authorized individuals, and to detect any unauthorized access that may occur, including without limitation 24 x 7 security personnel at all relevant locations. Set forth below are examples of such physical security controls:

- (a) With respect to datacenter locations, all access is controlled and restricted by use of a defined security perimeter, appropriate security barriers, security cameras, entry and authentication controls, and access logs.

- (b) Precisely implements and maintains appropriate security measures and procedures to protect and prevent the unauthorized viewing, copying, alteration or removal of any media containing Customer Data.
- (c) Visitors to Precisely premises are required to be escorted at all times.

3.2 Network Security Controls. Precisely maintains the following network security controls and safeguards designed to prevent unauthorized access to Precisely Systems and network:

- (a) Defense-in-depth design with perimeter routers, network switches and firewall devices and default deny-all policy to protect its Internet presence;
- (b) Internet- access controlled by proxies and logged;
- (c) Intrusion detection system is deployed to monitor and respond to potential intrusions;
- (d) Real-time network events are logged and investigated using a security information event management tool;
- (e) Content filtering and website blocking using approved lists;
- (f) All wireless network devices follow the same policies and standards as wired devices; and
- (g) Rogue wireless access points are detected and disassociated with the corporate wireless network.

3.3 Platform Security Controls. Precisely maintains the following security controls and safeguards designed to protect and prevent unauthorized access to Customer Data on various computing platforms and operating systems:

- (a) Configuration/Hardening standards are established, documented, reviewed and updated regularly;
- (b) Changes are approved and follow Precisely's internal change control process;
- (c) Unauthorized hardware and software are prohibited from being installed in Precisely Systems;
- (d) Where technically feasible, a session is timed out after appropriate periods of inactivity;
- (e) Any vendor-supplied defaults (accounts, passwords and roles) are removed during installation;
- (f) Services and devices that are not required by valid business needs are removed; and
- (g) An anti-virus program with timely updates actively runs on servers and machines.

3.4 Application Security Controls. The following security controls and safeguards are designed to ensure the integrity and security of applications developed by Precisely and are implemented and maintained by Precisely:

- (a) Defense-in-depth with the use of n-tier architecture provides separation and protection of data;
- (b) Application development follows a secure software development life cycle (SSDLC) that includes training, development, testing and ongoing assessments;
- (c) All changes to such applications are documented, reviewed, tested and approved before being implemented into production;
- (d) Application vulnerabilities and patches are identified, tested and remediated/installed in a timely manner; and
- (e) Development and testing environments must not contain any production data.

3.5 Access Control and Management. Precisely maintains appropriate security measures and procedures to ensure that access to all Precisely Systems hosting Customer Data shall be protected through the use of access control systems that uniquely identify each individual requiring access, grant access only to authorized individuals and based on the principle of least privileges, prevent unauthorized persons from gaining access to Customer Data, appropriately limit and control the scope of access granted to any authorized person, and log all relevant access events.

3.6 Annual Penetration Testing. Precisely performs penetration tests on applicable Precisely environments, including perimeter vulnerability testing, internal infrastructure vulnerability testing, and application testing. Upon Customer's request, Precisely shall provide a redacted executive summary of process documentation and external assessment results to the extent applicable to the Hosted Software used by Customer.

4. SECURITY QUESTIONNAIRES

Upon Customer's written request to confirm compliance with the above Data Security requirements of this Addendum, Precisely shall promptly and accurately complete a written information security questionnaire provided by Customer or a third party on Customer's behalf regarding Precisely's business practices and information technology environment in relation to all Customer Data being handled and/or the Hosted Software being made available by Precisely to Customer pursuant to the Agreement. Precisely shall fully cooperate with such inquiries. Such requests shall be (a) not more often than once annually, (b) upon not less than thirty days prior written notice, and (c) conducted during normal business hours in a manner designed to minimize disruption of Precisely's business and operations.

5. SECURITY INCIDENTS

5.1 Notice. Precisely's security incident response team is staffed by the office of the Chief Information Security Officer and is responsible for investigating and responding to information-security related events escalated to their attention and determining if a Security Incident has taken place. Upon confirmation of a Security Incident, Precisely shall promptly, but in no event later than 48 hours thereafter, notify Customer of such Security Incident and provide Customer with information about the Security Incident including, where possible, (i) the categories and approximate number of affected Customer Data records and, if applicable, the categories and approximate number of affected Data Subjects, (ii) the impact and likely consequences of the Security Incident to Customer and, if applicable, the affected Data Subjects, and (iii) the corrective action or remediation efforts taken or to be taken by Precisely.

5.2 Remediation. Following any Security Incident, Precisely shall consult in good faith with Customer regarding remediation efforts that may be necessary and reasonable. Precisely shall (i) at Customer's direction undertake reasonable remediation efforts at Precisely's sole expense and reimburse Customer for Customer's reasonable expenses in connection with any remediation efforts undertaken by Customer directly arising from the Security Incident, (ii) ensure that such remediation efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident and (iii) reasonably cooperate with any remediation efforts undertaken by Customer directly arising from the Security Incident.

5.3 Incident Notification. Any notifications to customers or employees of Customer regarding Security Incidents will be handled exclusively by Customer, unless otherwise directed by Customer. Precisely shall reasonably cooperate in connection with notices to customers and employees of Customer regarding a Security Incident. Unless Precisely is legally prohibited, Precisely shall notify Customer promptly in the event that Precisely is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Customer Data to any person other than Customer or persons expressly approved by Customer to receive such information.

GENERAL TERMS

6. ENTIRE AGREEMENT

This Addendum and the Agreement, where referenced, contain the entire agreement regarding the data security of the Hosted Software and supersede any other data security agreements and communications between the parties concerning the access to or use by Precisely of Customer Data in connection with the Hosted Software.

7. LIMITATION OF LIABILITY AND INDEMNITY

The total combined liability of either party towards the other party, whether in contract, tort or under any other theory of liability, shall be limited as set forth in the Agreement and references to the liability of a party shall apply to liability arising under or in connection with this Addendum in the aggregate with the Agreement.

8. CHOICE OF LAW

This Addendum and the rights and obligations contained in it or otherwise arising between the Parties will be governed by and construed in accordance with the Federal laws of the United States, without regard to any choice of law or conflicts of law principles.

9. TERMINATION

Customer shall have the right to terminate this Addendum upon written notice to Precisely.

EXHIBIT C
SERVICE LEVEL AVAILABILITY

EXHIBIT C-1

Data Integrity Suite Service Level Availability

(October 25, 2024)

This document describes the Service Level Availability (“SLA”) of the Data Integrity Suite for which Customer has purchased a subscription from Precisely (the “Hosted Software”) and applies to each Customer account and User of the Hosted Software.

Availability vs Support. Precisely considers its support of the cloud environment in which Hosted Software is operating as separate from the support of the operation of the Hosted Software itself. This SLA concerns the Availability of Hosted Software. If Hosted Software is Available, but not operating in accordance with its Documentation or Service Description, the Support Terms apply instead of this SLA.

Order of Precedence. In the event of a conflict between this SLA and the terms of another agreement governing Customer’s use of the Hosted Software (the “Agreement”), the terms of this SLA apply, but only to the extent of such conflict. Capitalized terms used but not defined in this SLA have the meanings set forth in the Agreement.

Definitions

“Available” and “Availability” mean that the Hosted Software has external connectivity that allows for reasonable use of the Hosted Software.

“Scheduled Maintenance” means certain periods when the Hosted Software may not be Available to permit Precisely or a Hosting Service Provider to perform maintenance support services as provided below.

“User” means an individual Customer employee or individual subcontractor who is properly authorized by the Customer to use the Hosted Software in accordance with the Agreement and the applicable Order.

Service Availability

1.1 Service Level. Precisely will use commercially reasonable efforts to make the Hosted Software Available to Customer at least 99.9% of the time in any calendar quarter (the “Availability Period”), subject to the exclusions in Section 1.2.

1.2 Exclusions: The service level in Section 1.1 does not apply to any non-Availability, suspension or termination of the Hosted Software, or any other performance issues, directly or indirectly:

- (a) arising from the suspension or termination of Customer’s right to use the Hosted Software in accordance with the Agreement or applicable Order;
- (b) attributed to the acts or omissions of Customer or its Affiliates or their employees, subcontractors, representatives, agents, or any User, including the improper configuration or use of Hosted Software;
- (c) attributed to any actions taken by Precisely during Scheduled Maintenance in accordance with Section 1.3 or attributed to Scheduled Maintenance by any Hosting Service Provider;
- (d) caused by factors outside of Precisely’s reasonable control, including any Force Majeure Event or information technology systems under Customer’s control;
- (e) associated with the Hosted Software prior to such Hosted Software being generally available; and/or
- (f) attributed to Customer electing to access only the Hosted Software’s regional endpoint and not the global endpoint.

1.3 Scheduled Maintenance. Precisely will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Hosted Software in connection with the Scheduled Maintenance or other disruption of service. Precisely will provide at least forty-eight hours’ notice of any Scheduled Maintenance, except in the

case of an emergency maintenance to remediate security related issues. Scheduled Maintenance shall generally not exceed six (6) hours in a calendar month.

1.4 Service Credits. In the event Precisely does not meet the Availability in Section 1.1 with respect to any Availability Period, and Customer is negatively impacted thereby, then Precisely will issue Customer a financial credit (a "Credit") of the fees attributed to such Availability Period (calculated as the pro rata portion of an annual fee as applicable) as follows:

Availability for the Availability Period	Credit*
98% to 99.89%	5%
Below 98%	10%

*To be eligible to receive a Credit, within fifteen days after the end of an Availability Period during which Customer believes that the service levels in Section 1.1 were not maintained (the "Impacted Availability Period"), Customer must submit a claim by opening a case with Precisely Support containing the following information: (a) the dates, times and duration of each incident of purported non-Availability for which a Credit is being claimed, (b) a description of the negative impact of the non-Availability on Customer's operations, and (c) documentation of the above to corroborate the claim.

Notwithstanding the foregoing, Customer shall be disqualified from receiving a Credit: (a) if the Customer is overdue with respect to any payment obligation, or otherwise in material breach of the Agreement or any other contractual obligation to Precisely, or (b) fails to provide the requested and other information as required above.

If Customer's claim is confirmed by Precisely as valid, Precisely will issue a Credit in the same currency as the applicable Order that Customer can use to offset any payments due to Precisely for the Hosted Software (generally the next issued invoice).

Credits constitute liquidated damages for the Impacted Availability Period and are not a penalty. Credits are Customer's sole and exclusive remedy, and Precisely's sole and exclusive liability, for Precisely's failure to meet the terms of this SLA attributable to the Impacted Availability Period. Events occurring during the Impacted Availability Period shall not be counted for any other Availability Period for purposes of determining whether the service levels in Section 1.1 were maintained.

1.5 Not a Warranty. This SLA describes a policy relating to a service arrangement and does not create, amend, or expand any warranty under the Agreement or create a separate warranty of Availability or otherwise.

EXHIBIT C-2

General Service Level Availability

(November 25, 2024)

This document describes the Service Level Availability (“SLA”) of the below referenced Hosted Software offerings for which Customer has purchased a subscription or other license from Precisely (each separate product, “**Hosted Software**”) and applies to each Customer account and User of the Hosted Software. This document will be expanded as additional products are offered in SaaS/cloud implementations. This document only applies to instances of Precisely software running on servers and systems owned or controlled by Precisely.

Availability vs Support. Precisely considers its support of the cloud environment in which Hosted Software is operating as separate from the support of the operation of the Hosted Software itself. This SLA concerns the Availability of Hosted Software. If Hosted Software is Available, but not operating in accordance with its Documentation, the Support Terms apply instead of this SLA.

Order of Precedence. In the event of a conflict between this SLA and the terms of another agreement governing Customer’s use of the Hosted Software (the “Agreement”), the terms of this SLA apply, but only to the extent of such conflict. Capitalized terms used but not defined in this SLA have the meanings set forth in the Agreement.

Summary of Availability

The following table describes the key metrics in the various Hosted Software offerings but is subject to the more detailed descriptions and terms and conditions below.

Multi-Tenant Hosted Software	Scheduled Maintenance	Calculated Availability
Automate Studio Administrator	≤ 4 Hrs/Month	99.9%
Data360 Govern	≤ 4 Hrs/Month	99.5%
Data360 DQ+ (Multi-Tenant)	≤ 4 Hrs/Month	99.5%
EngageOne Communicate	≤ 1 Hr/Month	99.9%
EngageOne Video	≤ 4 Hrs/Month	99.9%
MapReveal	≤ 4 Hrs/Month	99.5%
Precisely API’s	N/A	99.9%
Spectrum OnDemand (Multi-Tenant)	≤ 1 Hr/Month	99.9%
TrueView	≤ 4 Hrs/Month	99.5%

Single-Tenant Hosted Software	Scheduled Maintenance	Calculated Availability
Assure DQ	≤ 8 Hrs/Month	99.5%
Automate Evolve	≤ 4 Hrs/Month	99.9%
Automate Studio Manager	≤ 4 Hrs/Month	99.9%
Data360 Analyze	≤ 4 Hrs/Month	99.5%
Data360 DQ+ (Single-Tenant)	≤ 4 Hrs/Month	99.5%
EnterWorks	See below	99.5%
Risk Analyzer	≤ 4 Hrs/Month	99.0%
Spectrum OnDemand (Single-Tenant)	≤ 4 Hrs/Month	99.5%
Spectrum Spatial Analyzer (Cloud)	≤ 4 Hrs/Month	99.0%
Trillium Hosted Control Center	≤ 4 Hrs/Month	99.0%
Trillium Quality	≤ 4 Hrs/Month	99.0%

General Terms

These SLA terms supplement the applicable Agreement (defined below). In the event of a conflict between these Terms and the Agreement, the terms of the Agreement control except with respect to the specific Service Availability Statement applicable to the product at issue.

Definitions

The following definitions and general terms apply to each of Precisely's Hosted Software offerings described herein, but not others:

"Available" and **"Availability"** means that a Hosted Software product has external connectivity that allows for reasonable use of the Hosted Software.

"Customer" means the entity(ies) specifically named in the Order as the approved licensee(s) of the applicable Hosted Software.

"Emergency Maintenance" means maintenance that is necessary for purposes of maintaining the integrity or operation of the Hosted Software, regardless of the notice provided by Precisely.

Environment Definitions: URLs for production and other environments, when applicable, will be provided by Precisely.

"Production" means the production servers and the associated URLs.

"QA-Prestaging", "Development" and/or **"Sandbox"** means an environment used for solution development and preliminary testing.

"Force Majeure Event" means an event beyond the reasonable control of a party, including, but not limited to: acts of God; government actions; fire; labor difficulties; civil disturbances; transportation interruptions; interruptions or failures of telecommunications, digital transmission links, or power; hostile network attacks; unforeseen pandemics; failure of a Hosting Service Provider; or other natural or supervening disasters.

“Hosting Service Provider” means a third-party infrastructure provider of the information technology systems upon which the Hosted Software is installed in a production environment.

“Order” means the Precisely provided document referencing the Agreement pursuant to which Customer acquires a license to access the Hosted Software, Software, and/or Professional Services, as evidenced by (a) a written agreement signed by Customer and Precisely (including a SOW for Professional Services, if applicable), (b) Customer’s acceptance of applicable online ordering terms, or (c) Precisely’s quotation that has been accepted by Customer’s issuance of a purchase order referencing the quotation by number.

“Scheduled Maintenance” means certain periods when the Hosted Software may not be Available to permit Precisely or the applicable Hosting Service Provider to perform maintenance support services as provided below.

“User” means an individual Customer employee or individual subcontractor who is properly authorized by the Customer to use the Hosted Software in accordance with the Agreement and the applicable Order.

Hosted Software Availability

1.1 Service Level. Precisely will use commercially reasonable efforts to make each Hosted Software product Available to Customer at the percentage of time reflected as “Calculated Availability” in the Summary of Availability table above in any calendar quarter, subject to the exclusions in Section 1.2.

1.2 Exclusions: The service level in Section 1.1 does not apply to any non-Availability, suspension or termination of Hosted Software, or any other Hosted Software performance issues, directly or indirectly:

- (a) arising from the suspension or termination of Customer’s right to use the applicable Hosted Software in accordance with the Agreement or an Order;
- (b) attributed to the acts or omissions of Customer or its affiliates or their employees, subcontractors, representatives, agents, or any User, including the improper configuration or use of the Hosted Software and including failure to implement recommended modifications;
- (c) attributed to any actions taken by Precisely during Scheduled Maintenance in accordance with Section 1.3 or attributed to Scheduled Maintenance by any Hosting Service Provider;
- (d) caused by factors outside of Precisely’s reasonable control, including any Force Majeure Event, failure of a Hosting Service Provider, information technology systems under Customer’s control, interruption or failure of telecommunications or digital transmission links, or hostile network attacks;
- (e) associated with a Hosted Software that is in a non-Production environment, including QA-Prestaging, Development, and Sandbox environments;
- (e) associated with a Hosted Software prior to such Hosted Software being generally available; and/or
- (f) attributed to Customer electing to access only a Hosted Software’s regional endpoint and not the global endpoint.

1.3 Scheduled Maintenance. Precisely will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Hosted Software in connection with the Scheduled Maintenance or other disruption of Hosted Software. Precisely will provide advance notice of any Scheduled Maintenance, except in the case of an Emergency Maintenance to remediate security related issues and except in cases where no downtime is required. Scheduled Maintenance shall not exceed the hours in a calendar month reflected as “Scheduled Maintenance” in the Summary of Availability table above. The maintenance window is reserved to address unforeseen circumstances where corrections are needed.

1.4 Not a Warranty. This SLA describes a policy relating to a service arrangement and does not create, amend, or expand any warranty under the Agreement or create a separate warranty of Availability or otherwise.

Additional Hosted Software Terms

Automate Evolve:

Scheduled Maintenance for the Automate Evolve Hosted Software will not exceed four (4) hours in a calendar month based on a database up to 500GB. Since Scheduled Maintenance is affected by the database size, larger databases may require more than four hours.

Automate Studio Administrator:

Scheduled Maintenance for the Automate Studio Administrator Hosted Software will not exceed four (4) hours in a calendar month based on a database up to 500GB. Since Scheduled Maintenance is affected by the database size, larger databases may require more than four hours.

Automate Studio Manager:

Scheduled Maintenance for the Automate Studio Manager Hosted Software will not exceed four (4) hours in a calendar month based on a database up to 500GB. Since Scheduled Maintenance is affected by the database size, larger databases may require more than four hours.

Data360 Govern:

With respect to Data360 Govern, the application is hosted in a multi-tenant environment, but the associated database is hosted in a single tenant environment.

EngageOne Communicate:

Scheduled Maintenance for the EngageOne Hosted Software will generally be performed between midnight and 4am EST on Sundays. The Available Hours of Support for the EngageOne Hosted Software is twenty-four (24) hours per day, seven (7) days per week for Critical or Severity 1 issues and M-F 8am-8pm EST for other support requests.

EngageOne Video:

Scheduled Maintenance for the EngageOne Hosted Software will generally be performed between midnight and 4am EST on Sundays. The Available Hours of Support for the EngageOne Video Hosted Software is twenty-four (24) hours per day, seven (7) days per week for Critical or Severity 1 issues and M-F 8am-8pm EST for other support requests.

EnterWorks:

Scheduled Maintenance for EnterWorks Hosted Software will be coordinated with each Customer to fit their needs and based on the system size and complexity. The service level in Section 1.1 does not apply if usage of an EnterWorks platform is beyond contracted

capacity and/or not in line with Customer contracting questionnaire at the time of outage event.

Spectrum OnDemand (Multi-Tenant):

The above Availability terms for the Spectrum on Demand (Multi-Tenant) Hosted Software include SFTP Batch (excluding VeriMove, NetSuite, SPOD Connectors & the Spectrum OnDemand User Portal) in a production environment. In general, Scheduled Maintenance will occur within a reserved window from 6:00 am to 10:00 am (EST) on Sundays. The maintenance window may be extended to 12:00 Noon (EST) if extended maintenance is required.

Spectrum OnDemand (Single-Tenant):

In general, Scheduled Maintenance will occur within a reserved window from 6:00 am to 10:00 am (EST) on Sundays. The maintenance window may be extended to 12:00 Noon (EST) if extended maintenance is required.

EXHIBIT D
SUPPORT TERMS

precisely

Software Maintenance Handbook

Elevate your business success with our
enterprise data and software solutions.



This handbook outlines our flexible Precisely Support options – built to meet the needs of organizations of all sizes. Our expert support team provides guidance and troubleshooting, leveraging extensive industry expertise to address your unique challenges and needs. Use this valuable resource to ensure you receive the best technical support every step of the way.

Precisely provides world-class technical support to resolve data and software issues – helping you accelerate implementation, stay productive, and get the most from your investment. Your software subscription and maintenance include patches, bug fixes, and new versions – helping to keep your data and software up-to-date with the latest features and functionality. Our data products are released monthly, quarterly, and annually.

Have any questions or feedback about the functionality or use of our solutions? Please [contact our global Precisely Support team](#).

Precisely is dedicated to ensuring you and your organization succeed with the software solutions you rely on.

Software Maintenance Handbook

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Precisely Support Overview

Our software support services consist of:

- 30,000 technical knowledge base articles
- Expert technical support for Precisely products
- Access to new releases and updates during your term
- Best practice guidance for product use
- Data updates for licensed subscriptions
- Correction of technical errors and defects when using Precisely products
- 24/7 emergency support (when available and/or contracted for your product)

Precisely understands that some issues may require additional assistance that falls outside the scope of what Precisely Support provides. Assistance related to these issues may involve additional fees and include:

- Custom and in-depth workload analysis, performance analysis, and tuning recommendations of solutions and infrastructures
- Writing, troubleshooting, or customizing code
- Customer training on software products
- Answering extensive software configuration questions
- In-depth infrastructure or architectural reviews, planning, migration, and performance and health checks
- Interpretation or triage of defect scan reports from customers or third parties

Our [Precisely Global Professional Services](#) team helps our customers cost-effectively plan, build, and deploy secure, high-performance solutions – delivering the most value in the shortest possible time. If your request is outside the scope of technical support, we'll connect you with our Professional Services team.

To learn more about our Professional Services offerings, please reach out to your Precisely Account Executive or contact us at precisely.com/contact.

Software Support Maintenance Plans

Precisely Technical support can be purchased at the following maintenance plan levels:

- Standard Support
- Advanced Support (including 24/7 Severity 1 support)
- Enterprise Support (including 24/7 Severity 1 & Severity 2* support)
- Extended Support Maintenance

To determine which level is most suitable for supporting the effective use, adoption, and maintenance of your software, please don't hesitate to contact your Account Executive or Customer Renewals Team for more information at precisely.com/contact.

* Mutually agreed Critical Support Severity 2 cases will be worked 24/7 if the Customer is also available to collaborate during that time.

Compare Precisely Support Plans

Service	Standard Support (formerly Standard Level 1)	Advanced Support (formerly Mission Critical Level 2)	Enterprise Support
Support Coverage Hours	Local Business Hours*	24 × 7 for Severity 1	24 × 7 (Severity 1 & Severity 2)
Initial Response Targets	Severity 1 – Within 30 mins. Severity 2 – Within 4 bus. hours Severity 3 – Within 1 bus. day Severity 4 – Within 2 bus. days	Severity 1 – Within 30 mins. Severity 2 – Within 4 bus. hours Severity 3 – Within 1 bus. day Severity 4 – Within 2 bus. days	Severity 1 – Within 15 mins. Severity 2 – Within 1 hour Severity 3 – Within 2 bus. hours Severity 4 – Within 1 bus. day
Access phone and online case management support.precisely.com	X	X	X
24/7 access to the Precisely online knowledge base: support.precisely.com	X	X	X
Enable use of remote access tools (at the discretion of the Precisely Support team)	X	X	X
Receive free version upgrades and patches	X	X	X
24/7 Follow-the-Sun (FTS) Support** • Receive 24/7 critical production emergency Severity support (see page 5 for definition) • Excluding shrink-wrap products • Available only in the English language		Severity 1	Severity 1 and Severity 2
Priority Emergency Bug Fix (EBF)			a
Critical Event Support Coverage (scheduled go-live support/product upgrades) (min. 4-hour increments)		1 × 24-hour block/year	2 × 24-hour blocks/year & Emergency Response Team
Priority case routing to Senior Support Engineers		X	X
Designated Technical Senior or Principal Support Engineer (DTSE)			X
Designated Technical Support Manager (DTSM)			X
Escalation Management			X
Quarterly Business Reviews & Case Trend Analysis Reporting			X

* Support coverage hours by country/region: Americas region: 8am—8pm (EST); UK: 9am—5:30pm; All other European countries: 9am—5pm; APAC region: 8am—6pm (AEDT)

** 24/7 Follow-the-Sun Support – Precisely will allocate 24/7 support team members to resolve Severity 1 and Severity 2 issues, depending on your plan and provided you have a technical resource available.

Standard Support

Our Standard Support maintenance level is designed for small to mid-sized businesses or companies with less complex or non-mission-critical environments. This is an ideal fit for workloads that are not mission-critical to your business environment.

Advanced Support

The Advanced Support maintenance level is best for our customers with a limited number of production business-critical applications. It includes a higher level of technical support, faster initial response times based on severity, 24/7 Severity 1 support (for eligible products), critical event support, priority case routing to Senior Support Engineers, and Escalation Management.

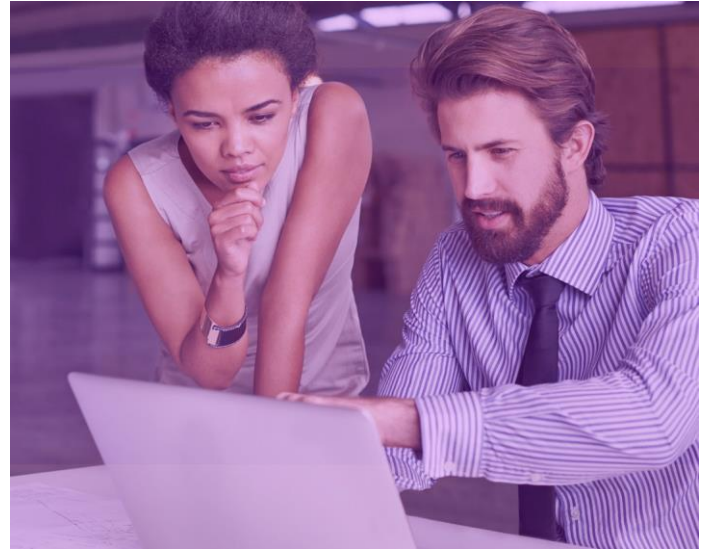
Support maintenance level upgrades and downgrades

You can upgrade your support plan at any time, with fees based on current contract rates and prorated to the next renewal date. Downgrades to a lower support plan are allowed at renewal without penalty, but mid-term downgrades are not permitted. For more information, please contact your Precisely Account Executive or the Renewals team.

Enterprise Support

The Enterprise Support maintenance level offering is our highest support plan. This is for customers with mission-critical production environments that rely strategically on Precisely software products to run their business operations. In addition to everything included in Advanced Support, this plan provides:

- A Designated Technical Senior or Principal Support Engineer assigned to your account (DTSE)
- A Designated Technical Support Manager (DTSM) who collaborates with our Support, DevOps, Engineering, and Product Management teams to manage product use and adoption to ensure your business outcomes are met



Extended Support Maintenance

Our new Extended Support Maintenance offering was developed to assist customers with Precisely software products that have reached end of marketing, end of support, or end of life. We understand that some customers may need additional time when planning to move to a supported version. This offering provides customers with up to four additional years of support while you plan your next steps.

Matching service levels

When you purchase a Precisely Software Maintenance & Subscription agreement, all licenses within a license set receive the same level of technical support. We do not offer partial support coverage within a set.

A license set is defined by a single implementation use case within your environment. For example, address validation for batch invoicing by an operations department is a different license set than real-time address validation for a web-based marketing campaign.

Service Level Objectives (SLOs) & Response Targets

Response targets specify the time it takes for Precisely Support to respond to new cases. Initial response time is the period between receiving a request and initiating a response. You can submit cases via our customer/partner support portal or via phone.

To ensure efficient troubleshooting, the necessary customer technical resources must be available. In critical situations, these resources should be immediately accessible to collaborate with our Support Engineers.

Severity Levels	Severity Definition – Business Impact	Support Initial Response Target	Expected Support Actions
Severity 1 – Critical Impact	Severity 1 is a mission-critical production emergency where the system or product is down, severely impacting business-critical operations, with no available workaround.	Standard & Advanced: Within 30 minutes Enterprise: Within 15 mins	- Work on critical issues during business hours until resolved. For 24/7 agreements, address issues around the clock. - Initiate internal Escalation Management Process. - A cross-functional team of technical support and engineering will collaborate to identify the problem and create a permanent solution or workaround to restore operations quickly. - Case severity will be lowered upon customer confirmation of system restoration.
Severity 2 – High Impact	Severity 2 involves a severe loss or reduction of service, where a critical function has a reproducible problem causing serious inconvenience. Business-critical or everyday operations fail occasionally.	Standard & Advanced: Within 4 business hours Enterprise: Within 1 hour	Precisely Support Engineers will engage with our engineering team members as necessary to identify the source of the problem and, if required, develop a workaround or alternative resolution to restore normal business operations as soon as possible
Severity 3 – Medium Impact	Severity 3 involves a minor loss or reduction of service, where a secondary function intermittently fails. This less common operation frequently encounters problems, causing some inconvenience. A medium-effort workaround is available.	Standard & Advanced: Within 1 business day Enterprise: Within 2 business hours	Precisely Support Engineers will engage with our engineering team members as necessary to identify the source of the problem and, if required, develop a workaround or alternative resolution to restore normal business operations as soon as possible.
Severity 4 – Low Impact	Severity 4 involves a minor inconvenience due to a loss or disruption of service. This occurs when a less common operation occasionally fails. A low-effort workaround is available.	Standard & Advanced: Within 2 business days Enterprise: Within 1 business hour	Precisely Support Engineers will engage with our engineering team members as necessary to identify the source of the problem and, if required, develop a workaround or alternative resolution to restore normal business operations as soon as possible.

Service Level Availability (SLAs)

For Precisely SaaS and Hosted Software products, you can review the current product availability / SLA terms [here](#).

Reporting an Issue to Precisely Support

Precisely has made significant technology investments to provide customers with a modern and personalized customer support experience when engaging our global support team. Our goal is to help you successfully use, adopt, and deploy your Precisely data and software products.

When you need help, we encourage you to start with our AI-enhanced search at support.precisely.com. We have incorporated our digital knowledge assets into these search experiences, which include:

- Over 30,000 technical knowledge base articles
- Updated product documentation
- Community Forum answers from Precisely experts and experienced users

Precisely Support Resources

At support.precisely.com, you can also access several other digital resources, including:

Product Documentation

- [Precisely Help](#) – Access documentation, knowledge articles, forums, announcements, ideas, downloads, and licenses.
- [Online Technical Documentation](#) – Browse our Help Center with online product documentation.

Product Status

- [Precisely Status Page](#) – View and subscribe to live system health and status updates for the Data Integrity Suite and other SaaS and hosted products.

Customer Community

- [Case Management](#) – Create, monitor, update, and close your support cases online.
- [Customer Community](#) – Access public knowledge articles and additional authenticated articles (login required).
- [Precisely Blog](#) – Stay current with the latest innovations and industry news. Learn from company executives, product owners, and industry thought leaders.

Product Training

- [Precisely Education](#) via [Precisely U](#) – Precisely structures training to your needs and provides courses for both beginners and advanced students.
- [Precisely U](#) – We offer online, self-paced, instructor-moderated, and instructor-led education. Select the learning path that best suits your needs.

For more information, contact the Education team at education@precisely.com.

Precisely Data Experience

- [Precisely Data Experience](#) – Download your active data and software subscriptions, and receive automatic downloads via the Auto Download tool and SDK.

Contacting Precisely Support

To submit a technical support case for your purchased products, follow these three easy steps:

1. Go to support.precisely.com and select **Contact**.
2. Log in to the [Customer](#) or [Partner](#) portal and select **Create a Case**. If you don't have a login, select **Register**.
3. If you experience issues logging in, please don't hesitate to contact us via phone support at support.precisely.com/contact/.

Precisely Support Engineers are available to assist you in your region by using the global contact telephone numbers listed on support.precisely.com/contact.

Reporting Third-Party Vendor Issues to Precisely Support

In certain situations, resolving an issue may require the involvement of a third-party vendor. When that's the case, our support team will work closely with you to coordinate with the vendor, keep you informed throughout the process, and ensure the issue is resolved.

Reporting Enhancement Requests to Precisely Support

If you have an idea or suggestion to improve our existing and future offerings, please submit it to [The Precisely Ideas Community](#) portal.

This open, collaborative space lets you easily share new ideas or comment on others in a way that is visible to the entire community.

Our Product Managers review submissions and will engage with you directly to determine the feasibility of your request.

Reporting Critical Issues to Precisely Support

Critical issues can be reported by phone or by submitting a web case via our support portal. Be sure to include the severity and business impact so our support and engineering teams can prioritize your request correctly.

Reporting Billing Issues

If you encounter an issue with your account, invoices, or purchase orders, please submit a case through our customer support portal, and it will be routed to our Account Services team for resolution.

Software Support Case Life Cycle

When you report an issue through our customer support portal, our experienced Support Engineers promptly initiate the discovery and troubleshooting process. Support cases are automatically routed based on your selected product and the expertise needed to diagnose and resolve your issue.

We prioritize your concerns and ensure a seamless resolution process. From initial acknowledgment to detailed troubleshooting and timely updates, we are committed to providing you with exceptional support throughout the entire process. Your complete satisfaction is our top priority, and we strive to resolve your issues efficiently and effectively.

Case Submission Process

Step 1. Case Creation

- **Customer submits case:** You report an issue via the support portal or phone.
- **Case logging:** A unique case number is emailed to you. Upon case assignment, the Support Engineer contacts you to verify submitted information and begins the troubleshooting process.

Step 2. Initial Assessment

- **Issue classification:** You and the assigned Support Engineer will jointly classify the issue based on severity and business impact.
- **Acknowledgment:** You'll receive an acknowledgment email adhering to the response times specified by the case severity.

Step 3. Discovery & Diagnosis

- **Information gathering:** The Support Engineer collects relevant information from you – including error messages, logs, and steps to reproduce the issue.
- **Preliminary analysis:** The Support Engineer conducts an initial analysis to understand the nature and scope of the problem.

Step 4. Troubleshooting & Solution Testing

- **Root cause analysis:** The Support Engineer identifies the root cause of the issue using diagnostic tools and techniques.
- **Testing solutions:** Potential solutions or workarounds are tested in a controlled environment to ensure they're effective and reliable.

Step 5. Case Closure

- **Case documentation:** The Support Engineer documents the resolution steps and any relevant information for future reference.
- **Closure notification:** You'll receive notification that your case has been closed. Our support team will make three attempts to confirm that the solution provided resolved the reported issue. If we don't receive a response from you, the case will be automatically closed.

Step 6. Case Follow-Up (if necessary)

- **Monitoring:** In some instances where reported issues are not reproducible or occurring randomly within the customer environment, we may follow up to ensure the issue has not reoccurred.
- **Further action:** If an issue persists, the same case may be reopened within 21 business days after it was initially closed, and additional steps will be taken to resolve it.

We encourage our customers to complete case surveys. By sharing your support experience, you help us improve our support delivery services.

This support case life cycle ensures a structured approach to diagnosing, troubleshooting, and resolving customer-reported issues, providing a transparent and efficient process for both support engineers and customers.

Case Escalations

If the criticality or business impact of your issue has worsened during the life cycle of your reported case, you can request an escalation. A regional support manager will review your case and ensure it receives the correct level of attention and resources to move it forward and get it resolved.

This can be achieved by simply updating your case in the support portal.

Product Release Support Policy

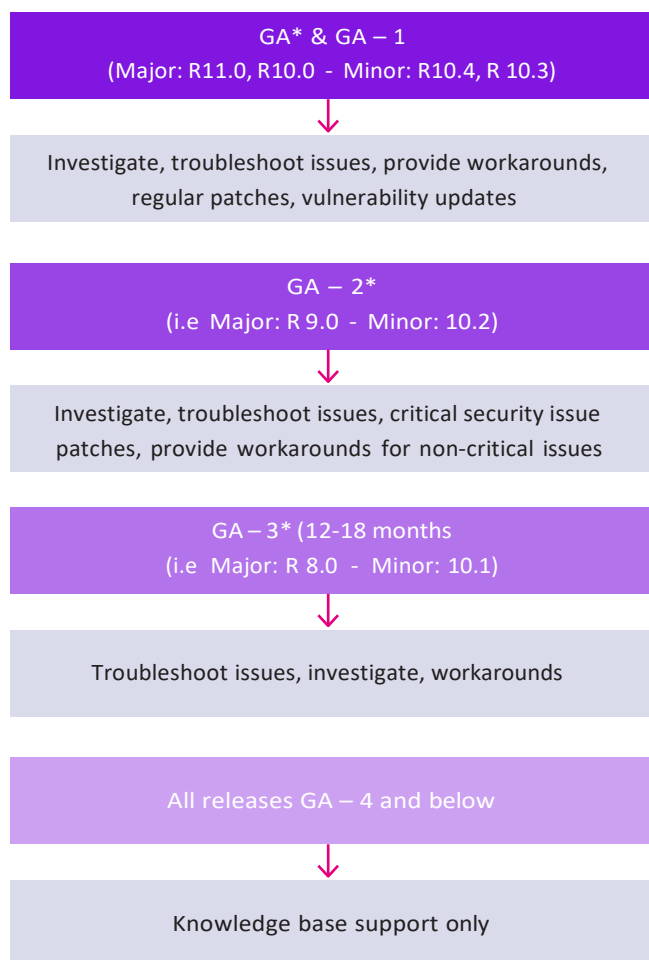
The Product Release Support Policy provides an overview of the support period for all Precisely products and their associated releases. Support encompasses both general availability and continued support phases. These timelines apply only to major and minor releases, not to patch-only releases.

General Availability (GA)

General availability starts when a product release becomes available to customers. This begins with an announcement that outlines its readiness for use and key features.

Support

Precisely will provide support for major and minor releases as outlined in the diagram below. Full technical and engineering support will be provided for the current and one previous release. Technical support will be provided for the current and three releases backward.



* Ability to patch in place or provide workarounds is restricted by 3rd party component availability and dependencies on existing component versions

Data Products

The data products policy provides at least one year of support or six months after a major successor release, whichever is longer. We recommend using the latest version to access all features and the most current data. Support issues are typically addressed in the next scheduled release, rather than as a patch.

Please review your data product policies, as specific contractual language with third-party vendors and data suppliers may override this policy.

Policy Exceptions

Exceptions to our Product Release Support policy are explicitly stated and outlined on a release-by-release basis. Common exceptions include:

- Frequent releases for SaaS products (e.g., the Data Integrity Suite)
- Significant lag between releases
- Significant change in third-party technology between releases (discussed in detail in the next section)
- Specific terms in your license agreement with Precisely that may be different and supersede this Product Release Support policy

Third-party vendor-specific support terms

Precisely uses various third-party products, including operating systems, database management systems, application servers, web servers, and device drivers. While we strive for broad product compatibility, we cannot test every combination. Untested configurations are unsupported, and issues must be reproducible in a supported environment to be investigated.

Supported environments are listed in the product release documentation on the support website. To continue receiving technical support, you must stay on a supported environment and upgrade if a vendor retires support for its product, as per your Precisely license agreement.

Virtual server environment support

Precisely strives to meet our customers' diverse and changing needs. Our software products support and integrate with many of today's leading platforms and operating systems found in enterprise IT environments.

Many customers utilize our software in virtual server environments, and we support its use through the license agreement. While we don't perform rigorous testing on virtualized deployments, we expect our software to function correctly in environments that simulate certified native environments. However, virtual environments may introduce overhead, which can impact performance and scalability. Therefore, you should consult your virtualization vendor for advice on hardware sizing and tuning.

Software Maintenance Renewal

You can renew your Precisely Maintenance & Subscription agreements if you have a valid perpetual or limited-term license or subscription that hasn't expired. Opting for a multi-year contract may also qualify you for savings based on the total calculated fee.

Renewal Quote

To assist you with the renewal process, we will issue a renewal quote at least 90 days before your agreement ends – and send email reminders up until the expiration date. If you haven't received a quote within 60 days of your renewal date, please contact your Precisely Renewal Account Manager..

Reinstatement Policy

If your Precisely Software Maintenance agreement expires, support will be terminated. To reinstate coverage, contact your Precisely Renewal Account Manager. A reinstatement fee will apply, calculated as the period of non-coverage plus 10%.

Standard Support Agreement

Eligibility

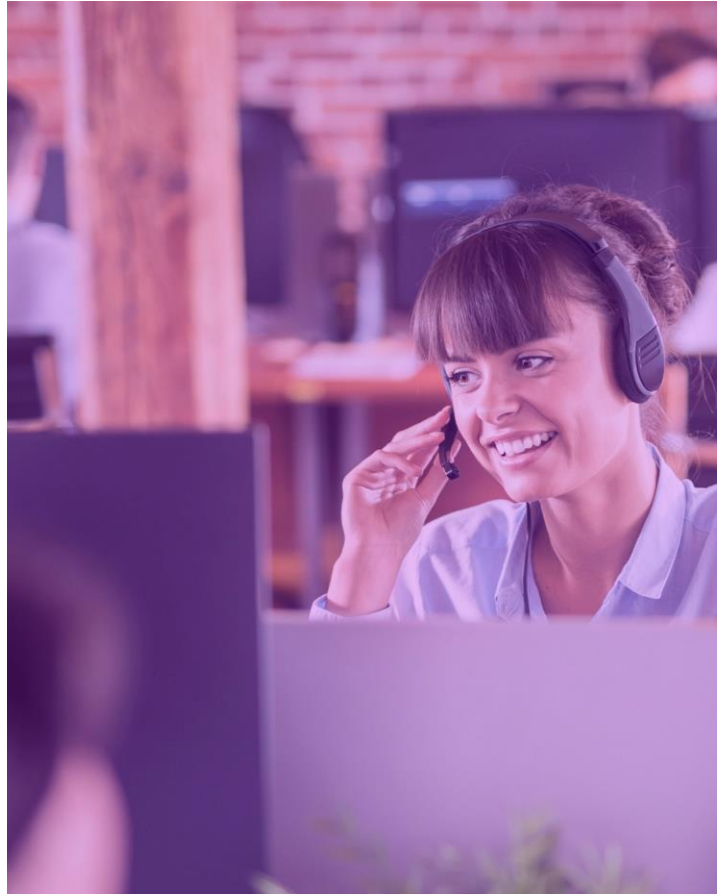
You are entitled to support for all Precisely solutions under the following conditions:

- The Precisely software license agreement and maintenance term are both current and active
- Technical support is provided exclusively to the primary licensee of the product

Scope

Our goal is to assist you with Precisely software by answering questions and resolving issues related to its operation. The standard support agreement includes:

- Access to the latest product and maintenance releases/patches
- Access to support.precisely.com to log and track support cases and view knowledge base articles
- Investigation of reproducible errors in Precisely software applications
- Basic advice on general usage and "how-to" questions



Out of Scope

Situations occasionally arise that may be outside the scope of Precisely Support services, including, but not limited to:

Professional Services: For help that extends beyond the standard scope of support – like new installations or upgrades, implementation, optimization, in-depth solution analysis, and training services – Precisely Support may recommend engaging our Professional Services team for an additional fee.

Third-party vendor issues: In certain situations, a fix from a third-party vendor may be required to resolve the issue. While we can't directly fix the issue, your Support Specialist will help you as much as possible through this process.

New product features: Precisely Support staff provides guidance and troubleshooting of Precisely solutions. However we cannot introduce new product features. If a problem requires functionality beyond the current product design, you must log an enhancement request for consideration in a future release at ideas.precisely.com.

Precisely Support Terminology

Term	Definition
Support case	A Precisely support case represents a customer inquiry, issue, or request that is logged and tracked within our customer relationship management (CRM) system. It is used to manage and resolve customer support interactions efficiently, ensuring customer satisfaction and effective service delivery.
Customer environment	A customer's hardware and network must be adequate and properly configured to support the products and applications the customer wishes to run. In some cases, we may be able to provide best practices for improving the performance of Precisely products; however, fine-tuning at the hardware and network levels remains the customer's responsibility.
Enhancement request	An issue reported to Precisely Support is considered an enhancement request if its resolution changes the product's functionality. Our Product Management team reviews all requests for possible inclusion in future releases. Any product enhancement request cases submitted through the support portal will be closed, and we will guide our customers to formally submit the request through our Ideas Community Portal. To submit an enhancement request, visit our Ideas Community Portal (ideas.precisely.com).
Product defect	A product defect (or bug) is an inherent problem in the software and/or product documentation. It is a verifiable defect in the intended functionality or design of the product.
Shrink-wrap products	Shrink-wrap products, such as MapInfo Pro, are desktop products that are not sold as an enterprise solution and are licensed under the standard Precisely end-user license.
Supported platforms	Individual product documentation provides details on supported platforms. Precisely will only support platforms certified for that product. For further information on approved platforms, please contact your Precisely Account Executive.
Unsupported environment	Precisely relies on a variety of products developed by third-party vendors, which may include but are not limited to: • Operating systems • Database management systems • Application servers • Web servers • Device drivers While we make every effort to ensure the broadest possible product compatibility, it's not possible to test every combination. Untested configurations are considered unsupported environments. An issue must be reproducible within a supported environment before it can be investigated.
Workaround	A workaround is any solution to a problem that does not involve changing the code of the Precisely software product. Possible workaround solutions include: • Using an alternate process/approach/method, depending on the problem, to accomplish the task while bypassing the problem • Possible software installation changes, including - o Upgrading to a newer version of the product, incorporating the relevant fix - o Upgrading the operating system, version, and/or service pack If required, we'll provide patches or new builds, limited to the version of Precisely software products currently shipping. Assisting with installations or upgrades of third-party products is outside the scope of our support.



About Precisely

As a global leader in data integrity, Precisely ensures that your data is accurate, consistent, and contextual. Our portfolio, including the Precisely Data Integrity Suite, helps integrate your data, improve data quality, govern data usage, geocode and analyze location data, and enrich it with complementary datasets for confident business decisions. Over 12,000 organizations in more than 100 countries, including 95 of the Fortune 100, trust Precisely software, data, and strategy services to power AI, automation, and analytics initiatives. Learn more at www.precisely.com.

EXHIBIT E

FLOW DOWN TERMS

In addition to any flow down terms applicable to the Licensed Products contained in an Order, the following additional terms and conditions apply, as applicable.

Delivery Point Validation, SuiteLink and LACSLink Provisions:

In addition to the terms and conditions set out in the Agreement and any order related thereto, use of the United States Postal Service's ("USPS") delivery point validation, SuiteLink or LACSLink data will be subject to the following additional terms:

**USPS License Terms for use of the USPS Data
(Last modified September 21, 2023)**

The following terms apply solely to your use of the United States Postal Service ("USPS") data that is provided under license to you from the licensor from which you receive the USPS data ("Licensor"). Absent a signed Agreement, your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the "DPV® Product"), LACSLink® and SuiteLink® and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS.
- c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data to a third party; (iii) use SuiteLink for any purposes other than to improve business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS; (iv) use the DPV Product for any purpose not directly related to preparation and/or presentation of a mailing to the USPS; or (v) use LACSLink for any purposes other than to update addresses and mailing lists to prepare letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, other printed material, and any other item for acceptance, handling, and delivery by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS shall be a third-party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against you the restrictions with respect to the USPS Data set out herein.
- g) NEITHER LICENSOR NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. Licensor shall document all disabling devices to you. In the event you encounter the "Stop DPV Processing" function, you shall contact Licensor in order to restore DPV processing capability. Licensor shall immediately notify USPS of your name and address. At the sole discretion of the USPS, Licensor may not have the right to restore your DPV processing capability.

- i) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, you shall promptly reimburse Licensor to the full amount of any damages or other claims that Licensor is required to pay, and shall otherwise hold Licensor harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.
- j) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the USPS Data to the extent Licensor continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. Licensor shall have the right to terminate your license to the USPS Data if (i) the USPS cancels Licensor's or its licensors' right to distribute the USPS Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable order is terminated.

VeriMove Provisions:

In addition to the terms and conditions set out in the Agreement and any order related thereto, use of Verimove/VeriMove Express will be subject to the following additional terms:

**VeriMove/VeriMove Express Terms
(Last modified June 2021)**

1. Customer Obligation.

- a) Customer will comply with all applicable laws, rules and regulations with respect to the use of VeriMove or VeriMove Express (collectively, "VeriMove") and the data provided with VeriMove. Customer will also comply with any other requirements that may be imposed by the United States Postal Service ("USPS") with respect to NCOA/Link and Customer's use of VeriMove in conjunction with NCOA/Link.
- b) Customer will provide any assistance reasonably requested by LICENSOR to confirm Customer's compliance with the obligations set out in the terms set forth herein.

2. License Restrictions.

- a) VeriMove will be used by Customer only in conjunction with the USPS' NCOA/Link data product to update a list, system, group or other collection of at least 100 unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the USPS (herein "Deliverables") for delivery by the USPS.
- b) Customer has no right to develop or use VeriMove or any NCOA/Link product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOA/Link data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Customer.
- c) For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of Section 2(b) of above, for individuals and entities with whom it has or has had a business relationship, in connection with which it will use the updated address; however, these updated addresses may only be used by Customer and Customer may use them only for carrying out Customer's organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.
- d) No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOA/Link, will be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to Customer's customers or any other individual or entity.
- e) VeriMove will only be used inside the United States. Customer will only use VeriMove to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.
- f) Customer will not sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of VeriMove. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute VeriMove will be void.
- g) Customer acknowledges:
 - (i) that USPS owns the NCOA/Link data, technology, and system in its entirety including that used in the development of VeriMove;
 - (ii) that USPS owns and retains rights in the trademark of NCOA/Link and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS® ;

(iii) that LICENSOR is providing VeriMove to Customer solely for use with the USPS' NCOA/Link Product under a nonexclusive, limited distribution license from the USPS; and

(iv) that the rights Customer obtains in this license are derived from LICENSOR's agreement with USPS and Customer obtains from LICENSOR no broader right than LICENSOR obtains from USPS, except as to Customer's specific right to use VeriMove to access the NCOA/Link data. h) Customer acknowledges and agrees that Customer has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell VeriMove or other products under USPS' trademarks;

3. Termination.

a) Customer's license to VeriMove may terminate if: (i) Customer's authorization code, issued by the USPS, as described herein, has expired; (ii) Customer is in breach of any of the provisions set out herein; (ii) the USPS terminates support for the NCOA/Link product; (iv) the Agreement or applicable Order\Addendum is terminated; or (v) upon USPS' request.

b) Upon termination of the license to VeriMove, Customer will immediately cease use of VeriMove, purge VeriMove from its computer systems and return VeriMove to LICENSOR, including any copies, media, documentation thereto and technical related material thereof.

4. Limitation of Liability. Neither LICENSOR nor the USPS will be liable for any design, performance or other fault or inadequacy of the NCOA/Link Product or for damages of any kind arising out of or in any way related to or connected with such fault or inadequacy. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

5. Indemnification. Notwithstanding any provision set out in the Agreement regarding any limitation of liability, Customer will promptly reimburse LICENSOR to the full amount of any damages or other claims that LICENSOR is required to pay, and will otherwise hold LICENSOR harmless from demands, costs and damages paid to third parties, which are a result of Customer's failure to comply with any of the obligations set out herein.

**Canada Post License Terms for use of the CP Data
(Last modified June 7, 2021)**

The following terms apply solely to your use of the Canada Post ("CP") data that is provided under license from Precisely Software Incorporated or any of its affiliates ("PSI") and its licensors. These additional terms amend the Agreement between PSI and you. Absent a signed Agreement, your use of the CP Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

a) The Point of Call Address Database and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "CP Data") are confidential and proprietary to CP and shall remain the property of CP. You shall maintain the CP Data in strict confidence in accordance with the terms of the Agreement.

b) You may only use the CP Data for the purpose of: (i) validating and correcting mailing addresses; and (ii) addressing mail for delivery by CP and providing corresponding statements of accuracy only for the purpose of providing the same to CP in relation to such addressed mail when deposited with CP for delivery.

c) You are prohibited from: (i) modifying, improving, correcting, or enhancing the CP Data in any way; (ii) using the CP Data separate from the Licensed Product with which the CP Data is provided to you; or (iii) "service scrape" or "bulk download" CP Data or extract raw readable data from the CP Data.

d) You may only use the CP Data in batch processing. You are prohibited from using the CP Data in any real-time, single address verification such as a call center, on-line purchase application, as a component of any interactive voice response application or for any other interactive application where individual addresses are validated and/or corrected.

e) You may use only the most updated version of the CP Data. You agree to immediately cease use and delete all copies of expired CP Data upon receipt of updated CP Data files.

f) You agree and acknowledge that CP retains all right, title and interest in the CP Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.

g) THE CP DATA IS PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PSI AND ITS LICENSORS NOR CP SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE CP DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.

h) Notwithstanding any provision set out in the Agreement regarding any limitation of liability, You shall promptly reimburse PSI to the full amount of any damages or other claims that PSI is required to pay, and shall otherwise hold PSI harmless from demands, costs and damages paid to third parties, which are a result of your failure to comply with any of the obligations set out in these provisions.

i) Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the CP Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew your term license to the CP Data to the extent PSI continues to offer a license to the CP Data, for an additional term upon payment of the applicable renewal fees. PSI shall have the right to terminate your license to the CP Data if (i) CP cancels PSI's or its licensors' right to distribute CP Data, (ii) you are in breach of any of the foregoing provisions; or (iii) the Agreement or applicable Order is terminated.

6-Digit Canadian Postal Code Points:

The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Authorized Application, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Authorized Application, and optionally extract data for fleet management purposes.

Royal Mail Data Terms (07-2023)

Defined Terms:

address	refers to an address to which mail can be delivered
Bureau Customer	a customer for a Bureau Service
Bureau Services	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
Customer Database	a database of an End User's customer
Data Cleansing	the processing of existing data records using Royal Mail Data: a. including validating, reformatting, correcting or appending additional data to those records, and b. including the use of Royal Mail Data within address capture applications, but c. not including Data Extraction (whether carried out by an address capture application or otherwise), and Cleansed shall be read accordingly
Data Extraction	the extraction of data from Royal Mail Data for the generation of new property or address records in a new or existing database
End User	a single legal entity who you or a Licensee may permit to use Royal Mail Data through its Users in accordance with this Licence
Extracted Data	data generated as a result of Data Extraction
Multiple Residence	Royal Mail's database known as 'Multiple Residence', which contains address records for properties receiving mail at a single address, as may be amended from time to time
Not Yet Built	Royal Mail's database known as 'Not Yet Built', which contains not yet built address records
not yet built address	refers to the address of a property under development to which mail items cannot be delivered
PAF®	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
Royal Mail	Royal Mail Group Limited, acting by its Address Management Unit

Royal Mail Data	Includes Multiple Residence, Not Yet Built, and PAF®
Solution	a product or service or other solution which benefits from or includes Multiple Residence (including the provision of Multiple Residence itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the properties receiving mail at addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
User	an individual authorised by an End User to use a Solution

End User Terms

1. End Users' permitted use of Solutions

End Users may freely use Royal Mail Data in Solutions in accordance with these End User Terms

2. Conditions of use

- a. End Users must not make copies of Royal Mail Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.
- b. End Users may use Royal Mail Data for Data Extraction but Extracted Data:
 - i. may only be accessed by Users, and
 - ii. must not be supplied or any access to it provided to any third party.
- c. End Users may provide Cleansed data to third parties provided that:
 - i. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and
 - ii. if such databases are Substantially All Databases:
 1. such databases are not represented or held out as a master, original or comprehensive address database or other similar description,
 2. the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and
 3. the provision includes a prominent notice that the relevant Cleansed data has been cleansed against Royal Mail Data.
- d. End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties
- e. End Users acknowledge that Not Yet Built relates to properties under development to which items of mail cannot be delivered. Subject to paragraph 2(f), you:
 - i. Must not dispatch any items of mail to any not yet built address; and
 - ii. Must monitor and identify any returns of not yet built addresses in a Transaction for the purposes of complying with paragraph 2(e)(i).
- f. If the End User is reasonably satisfied that a particular not yet built address is in fact capable of receiving mail items, the End User may dispatch mail items to that address, notwithstanding its inclusion in Not Yet Built

- g. Except as set out in these End User Terms, End Users must not:
 - i. transfer, assign, sell or license Solutions or their use to any other person,
 - ii. use Solutions to create a product or service distributed or sold to any third party which relies on any use Royal Mail Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or
 - iii. copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. Subcontracting

End Users may provide Royal Mail Data to their subcontractors who may use it to the extent necessary for:

- a. the provision of information technology services to the End User, or
- b. acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of Royal Mail Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. Personal rights

End User rights are personal, limited and non-transferable.

5. Royal Mail's IPR notice

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in Royal Mail Data and the "Multiple Residence", PAF[®], and the "Not Yet Built" brands and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. Cessation of use of Royal Mail Data

End Users must cease use of Royal Mail Data if their right to use Royal Mail Data is terminated and also destroy any copies of Royal Mail Data that they hold.

7. Royal Mail Data use by Users

End Users must ensure that:

- a. these End User Terms bind their Users,
- b. only their Users exercise the use rights of Solutions and Royal Mail Data granted to End Users further to these End User Terms, and
- c. in the event of termination or expiry of End Users' rights to use Solutions and Royal Mail Data, the rights of Users to use them also terminate.

**Additional Terms for CadastralPlus, GeoVision, Premium Address Points,
Address Fabric Australia data, and Parcel Boundaries Australia data products**

Geoscape Direct Licence Terms (06-2023)

This Licence Agreement relates to our Geoscape data (Data) which is being supplied to you by one of our partners (Partner) as part of a product or service (Product).

We've included a brief explanation of each part of this Licence Agreement in the left column to help you understand them. However, it's the words in the right column that legally bind you when you enter into this Licence Agreement with us.

In this Licence Agreement:

- Geoscape Australia, we, us and our refer to PSMA Australia Ltd ACN 089 912 710 trading as Geoscape Australia of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory; and
- End User, you or your means the person listed below

We give you a licence to use our Data for the purposes of using the Product. You can't transfer this licence to anyone else, and we may give similar licences to other entities.

Your licence to use our Data lasts for as long as your licence to use the Product.

Unless we agree otherwise:

- *You must only use our Data and material you create using our Data internally within your own business as part of your day-to-day business operations.*
- *You can't provide our Data or material you create using our Data to others.*
- *You aren't allowed to use our Data to develop capability or material for*
- *You can't reverse engineer or disassemble our Data or attempt to derive any process or source code used to create the Data*

If you want to do any of these things, please contact us or our Partner to discuss your options.

You can allow your contractors to use our Data on your behalf, but you are responsible for that use.

Your licence to use our Data will be taken away if you use the Product or our Data in a way that isn't permitted by your agreement with our Partner or this agreement.

If you breach this agreement and we suffer any Loss, you agree to cover our Losses.

We must try to mitigate any Losses we do suffer and if our own negligence contributes to a Loss, we can't recover from you to that extent.

1 Licence grant

1.1 Upon signing this Licence Agreement, we grant you a non-exclusive, world-wide, non-transferable licence to use our Data for the purpose of using the Product in accordance with your agreement with our Partner in respect of the Product (**Licence**).

1.2 The duration of the Licence is the same as the duration of your licence to use the Product.

1.3 Except with our prior written consent, you must:

(a) only use our Data and any Derived Material internally within your own business for the purposes of your day-to-day business operations;

(b) not make our Data or any Derived Material available to any other person or, if you are a government entity, any other government department, agency, authority or corporation;

(c) not use our Data or Derived Material to develop capability (including machine learning capability), products, services, outputs or other material (including machine learning algorithms) for commercialisation or potential commercialisation; or

(d) not reverse engineer, disassemble, decompile or adapt the Data or otherwise attempt to derive any processes, data structures, algorithms or source code used to create the Data.

1.4 Notwithstanding the restrictions above, you may allow your contractors to use our Data and Derived Material on your behalf and exclusively for your benefit on the conditions that you:

	(a) are responsible for your contractors' use being in accordance with this Licence Agreement, as though the contractors are you; and (b) ensure that your contractors do not retain any copies of our Data or Derived Material and stop using our Data and Derived Material when they complete their work for 1.5 You agree that your Licence will be revoked if you use the Product in any way that is not permitted by your agreement with our Partner in respect of the Product or you use our Data in any way that is not permitted by this Licence Agreement. 2 Indemnity 2.1 You agree to indemnify us from and against all Claims and Losses we reasonably incur as a direct or indirect result of any breach of terms of this Licence Agreement. 2.2 We have a duty to mitigate any Loss that would otherwise be recoverable from you by taking appropriate and commercially reasonable steps to reduce or limit the amount of such 2.3 Your liability to indemnify us will be reduced proportionally to the extent that any negligent act or omission of ours contributed to the Loss.
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3 Definitions

Claim means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

Derived Material means any product, service, output or other material that is created or developed using our Data, which may or may not contain some Data, and includes any product, service, output or other material that is created or developed using Derived Material. For example, any output that is created using our Data is Derived Material, and so is any secondary output that is created from that first output.

Loss means any loss, liability, cost (including all legal costs, and any other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.

ORDNANCE SURVEY DATA (UK)
ADDITIONAL LICENSE TERMS
Last Modified March 2026

In addition to the terms and conditions of your license agreement with Precisely and its affiliates, your use of any Licensed Products containing data provided by Ordnance Survey Ltd. is governed by the additional terms set forth below. Any conflict between your license agreement and these terms will be resolved in favor of these terms solely as it relates to your use of Ordnance Survey Data.

If you are a Public Body or an Infrastructure Body (and not an Excluded Body), a modified version of these terms apply to you that will be set forth in the written agreement between you and Precisely.

1. **Business Use.** You are permitted to use the Ordnance Survey Data solely for your Business Use. You are not permitted to make available or provide the Ordnance Survey Data to third parties unless otherwise permitted herein.
2. **Limited External Use.** You may use the Ordnance Survey Data for Limited External Use as follows:
 - a. To promote or further your own business by generating a map which shows your business location; location of events hosted by your business; directions or routes to your business or advertised event; or the scope of your area of operation.
 - b. To report on your business by including a map in annual reports or for accounting purposes in order to comply with statutory obligations; or a report to be submitted to a regulatory body in order to meet regulatory requirements.
 - c. In connection with your professional services, solely to include a map with such service to your clients for such client's internal use, or to include a map in an advertisement of sale or letting of property owned or leased by your customers, so long as such advertisement is printed only in a paper format or electronic format where the map is in a fixed, raster form, in your own publications, or on your own website. This provision does not permit the publishing of maps generated with Ordnance Survey Data on a third-party website.
 - d. All Limited External Use prohibits the maps generated with Ordnance Survey Data to be a service or product in itself, a significant part of any product or service offered by you to your clients, or a service or product (or a significant part of a service or product) provided on behalf of a third party. You are prohibited from receiving any direct payment or compensation from any third party accessing, viewing or using the map, or for using the maps in any illegal, misleading, unethical or detrimental manner.
 - e. All Limited External Use will require the maps to be in a fixed, raster format and you will use commercially reasonable efforts to prevent third parties from being able to edit the map or from extracting Ordnance Survey Data from the map.
 - f. Maps will not be of a larger scale or area and will not contain a larger number of Features than is reasonable to fulfill its function.
3. **Customer Analytics.** You are granted a non-exclusive, royalty free, perpetual license to use the Customer Created Analytics Data for your Business Use, including after termination of your license to the Ordnance Survey Data, which will remain subject to the terms of your license and these additional terms. Use of the Customer Created Analytics Data for any commercial purpose requires additional license rights from Ordnance Survey.
4. **Free to Use Data.** Upon expiration of your license to the Ordnance Survey Data, you are granted a non-exclusive, royalty-free, perpetual license to use the Free to Use Data for your Business Purpose so long as you do not re-create, reproduce or represent any Feature Attribution or any Feature in any data, or use it as a substitution for such Feature Attribution or Feature. Your use and disclosure of Free to Use Data requires the following attribution notice on all instances: ©Crown copyright and database rights [insert year] OS [insert your license number]. All sublicenses of Free to Use Data requires the same attribution notice. Any breach of your license agreement or these terms results in immediate termination, without further notice or right to cure, of any license granted to Free to Use Data.

5. Archives. You may keep an archive copy of the Ordnance Survey Data solely for administrative or regulatory purposes and may disclose the data for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of the Ordnance Survey Data during your license term.

6. Additional Terms. To the extent that any Ordnance Survey Data includes Royal Mail Data, the terms of the below Royal Mail Data Terms will also apply.

7. Definitions:

“Business Use” is use of the Ordnance Survey Data solely for the internal administration and operation of your business.

“Customer Created Analytics Data” means data created by you using the Ordnance Survey Data to provide analysis or an answer in response to a query or to create additional data which can be linked to a Feature or Feature Attribution, in each case provided that the data does not copy any portion of the Ordnance Survey Data and can be used independently of the Ordnance Survey Data.

“Excluded Body” means: (i) any body whose geographic remit is wholly or mainly in Northern Ireland; (ii) save where Cabinet Office and Ordnance Survey otherwise agree, any public or private limited company (including but not limited to whether limited by shares or guarantee); (iii) any Private Registered Provider of Social Housing, which shall have the meaning ascribed thereto in section 80 of the Housing and Regeneration Act 2008; (iv) any registered social landlord within the meaning of Part 2 of the Housing (Scotland) Act 2010; and (v) any other body as may be agreed by Ordnance Survey and Cabinet Office from time to time.

“Feature” means any feature represented in the Ordnance Survey Data, including without limitation any line, polygon, symbol or text.

“Feature Attribution” means the characteristics associated with a Feature.

“Free to Use Data” means: (i) data created by you using Ordnance Survey Data as a source to infer the position of the data you create; or (ii) which copies in part a Feature (where your data created partially coincides with a Feature in the Ordnance Survey Data); in each case provided that: (a) the data does not copy a Feature in whole, and does not copy a Feature Attribution in whole or in part; (b) neither represents nor acts a substitute for a Feature or Feature Attribution in the Ordnance Survey Data; and (c) can be used independently of the Ordnance Survey Data.

“Infrastructure Body” means: (i) a body which falls within the definition of “utility” in Regulation 2 of the Utilities Contracts Regulations 2006 or Regulation 2 of the Utilities Contracts (Scotland) Regulations 2006; (ii) or a body which is a provider of “Public Electronic Communications Network” as defined in the General Conditions of Entitlement set by the Office of Communications under Section 45 of the Communications Act 2003; (iii) or a body which operates a buried pipeline or pipeline network in Great Britain where, for the purposes of this paragraph, a pipeline has the meaning given to it in Section 65 of the Pipelines Act 1962; or (iv) any other entity as may be agreed by Ordnance Survey and Cabinet Office from time to time as being an infrastructure body, as published on the Ordnance Survey website.

“Ordnance Survey Data” means the data owned or licensed by Ordnance Survey Ltd. that is provided as part of the products or services you receive from Precisely or a Precisely affiliate.

“Public Body” means: (i) a body which falls within the definition of “Contracting Authority” in Regulation 2(1) of the Public Contracts Regulations 2015 or Regulation 2(1) of the Public Contracts (Scotland) Regulations 2015, excluding any Infrastructure Body; (ii) a Council constituted pursuant to section 2 of the Local Government etc. (Scotland) Act 1994; or (iii) any other entity as may be agreed by Ordnance Survey and Cabinet Office from time to time as being a public body, as published on the Ordnance Survey website, in each case excluding the Excluded Bodies.

**New Zealand Post Limited End User Terms
(05-2025)**

1. Definitions: For the purposes of this Attachment, the following terms apply:
 - a. **"Data"**: means the New Zealand Postal Address File.
 - b. **"End User"**, **"you"** and **"your"** refers to the Precisely customer to which this Attachment applies.
 - c. **"End User Agreement"** means an agreement between Precisely and an End User incorporating these terms.
 - d. **"Licensee"** means Precisely.
 - e. **"Licensor"** means New Zealand Post Limited
 - f. **"LINZ Data"** means data which has been compiled by Land Information New Zealand. The LINZ Data is subject to Creative Commons licence terms available at <https://creativecommons.org/licenses/by/3.0/nz/> (the "CC Terms") and may be used in accordance with the CC Terms.
 - g. **"Restricted Data"** means the following: i. Any data which has an address type of Bag, Box, CMB Rural, CMB Urban or Counter Delivery; and
 - h. For any data which has a "Rural" address type, the data in the 'RD Number' and 'Maitown' fields.
 - i. **"Update"** means a new version or release (if any) of the Data made by the Licensor.
2. The End User agrees that the Data (other than the LINZ Data) and all intellectual property rights and other rights in the Data (other than the LINZ Data) remain the property of the Licensor.
3. The End User has no right to use any of the trade marks, business names or logos of the Licensor unless expressly stated otherwise in any sub-licence granted to the End User by the Licensee within the terms of any licence granted by the Licensor to the Licensee.
4. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by the Licensor or do anything similar or imply that such is the case, unless the Licensor has expressly given its prior written consent to the form and content of such claim.
5. The End User (and any of its agents and sub-contractors) may only use Restricted Data in accordance with the End User Agreement, for the End User's internal purposes, which may include providing an online address checking service to the End User's customers. Without limiting the foregoing, the End User (and any of its agents and subcontractors) must not: a. sub-licence all or any part of the Restricted Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by the Licensor in writing, or
6. other than as expressly permitted above, copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Restricted Data or relay or disseminate the same to any other party.
7. The End User must comply with the requirements of the Privacy Act 2020 and any other applicable law or regulations relevant to its possession or use of the Data.

8. The End User must ensure that its personnel, agents and subcontractors comply with the above terms as if they were the Licensee.
9. The End User acknowledges that the Licensor has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose (including the Permitted Use) or for use in any specific technical environment.
10. The End User agrees and represents that it is acquiring the Data for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.
11. The End User must indemnify the Licensor and keep the Licensor indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to the Licensor under this sub-section 10 shall not exceed \$250,000.
12. The Licensor has the rights to enforce the above terms for the purposes of the contractual privity provisions of the Contracts & Commercial Law Act 2017.
13. The End User's right to use each Update shall terminate on the earlier of six months after the date on which a subsequent release was made available to the Licensee or the termination or expiry of the End User Agreement.

Property Attributes Assessment Terms (ver. September 2021)

In addition to the terms of your license agreement, your use of Property Attributes Assessment data ("PAA Data") is governed by the terms below.

1. You will not resell the PAA Data without Precisely's prior written consent.
2. Under no circumstances will the PAA Data be used: (i) as a source for modeling of, or determination of, consumer credit worthiness, consumer credit approval, or a customer's eligibility for employment; nor (ii) to advertise, sell or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; adult films; adult recordings or adult magazines; weapons; credit repair services or other illegal or illicit activities.
3. You will not use the PAA Data as part of an application that provides names or phone number lookups to any entities which provide live-operator directory assistance services.
4. You are not permitted to, directly or indirectly, use any portion of the PAA Data other than an address or location data element in a Mortgage Activity. "Mortgage Activity" means the following activities performed by a Mortgage Entity: (i) loan origination; (ii) mortgage underwriting; (iii) marketing to or solicitation of mortgage clientele; (iv) mortgage client retention; (v) mortgage portfolio review and monitoring; (vi) mortgage portfolio valuation; (vii) mortgage portfolio risk management; (viii) mortgage portfolio benchmarking; (ix) mortgage loan and/or mortgage portfolio pricing; or (x) mortgage loan servicing. A "Mortgage Entity" is a financial institution or other entity (or an affiliate, subsidiary or successor-in-interest) that originates or services loans secured by real property, or participates in the secondary market for loans secured by real property.

DATA LINK FOR BUSINESSES

You acknowledge and understand that the assignment of DUNS® Numbers to Precisely IDs has been performed by Precisely and not Dun & Bradstreet, Inc. Dun & Bradstreet, Inc. is not liable for any errors in the Data Link for Business product that you have licensed from Precisely.

DUNS® is a registered trademark of Dun & Bradstreet.

Designated Market Area Regions (DMAR) (09-2025)

In addition to your Agreement with Precisely your use of the Designated Market Area Regions (DMAR) product is governed by these additional terms and conditions:

1. Your use of the DMAR product is solely for your internal use and may not be disclosed in any manner to a third party.

DMA® is a registered service mark of The Nielsen Company, and is used pursuant to a license from The Nielsen Company, all rights reserved.

Property Attributes Mortgage Terms (ver. September 2021)

In addition to the terms of your license agreement, your use of Property Attributes Mortgage data ("PAM Data") is governed by the terms below.

1. You will not resell the PAM Data without Precisely's prior written consent.
2. Under no circumstances will the PAM Data be used: (i) as a source for modeling of, or determination of, consumer credit worthiness, consumer credit approval, or a customer's eligibility for employment; nor (ii) to

advertise, sell or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; adult films; adult recordings or adult magazines; weapons; credit repair services or other illegal or illicit activities.

3. You will not use the PAM Data as part of an application that provides names or phone number lookups to any entities which provide live-operator directory assistance services.

**PSYTE™ US Geodemographic Data Terms
(ver. September 2024)**

In addition to the terms of your license agreement, your use of the PSYTE™ US Geodemographic Data is governed by the terms below.

1. PSYTE™ US Geodemographic Data will not be used: (i) as a source for modeling of, or determination of, consumer credit worthiness, consumer credit approval, or a customer's eligibility for employment; or (ii) to advertise, sell or exchange any products or services that involve sexual paraphernalia; drug paraphernalia; adult films; adult recordings or adult magazines; weapons; credit repair services or other illegal or illicit activities.
2. PSYTE™ US Geodemographic Data will not be used as part of an application that provides names or phone number lookups to any entities which provide live-operator directory assistance services.
3. You are not permitted to, directly or indirectly, use any portion of the PSYTE™ US Geodemographic Data other than an address or location data element in a Mortgage Activity. "Mortgage Activity" means the following activities performed by a Mortgage Entity: (i) loan origination; (ii) mortgage underwriting; (iii) marketing to or solicitation of mortgage clientele; (iv) mortgage client retention; (v) mortgage portfolio review and monitoring; (vi) mortgage portfolio valuation; (vii) mortgage portfolio risk management; (viii) mortgage portfolio benchmarking; (ix) mortgage loan and/or mortgage portfolio pricing; or (x) mortgage loan servicing. A "Mortgage Entity" is a financial institution or other entity (or an affiliate, subsidiary or successor-in-interest) that originates or services loans secured by real property, or participates in the secondary market for loans secured by real property.

World Postcode Points (MBI data)

- i) Licensee will refrain from modifying the World Postcode data set in such a way that these become suitable for navigation-systems or telematics applications.
- ii) Denmark data – Licensee is not allowed to use the Denmark data within the World Postcode data set to generate maps for printed or digital telephone directories or for products that are similar to printed or digital telephone directories.
- iii) Norway Data- Licensee is not allowed to use the Norway data within the World Postcode data set to generate printed or digital maps that are similar to the base national products of the Norwegian Mapping Authority.
- iv) Unless expressly set out in the specific order under which the World Postcode data set is licensed, Licensee is prohibited from using the World Postcode data set to process the data of third parties.

World Points of Interest and Places Additional Terms (ver. April 2025)

In addition to the terms of your agreement with Precisely your use of the Places product and/or the World Points of Interest – Premium product(s) (the “Licensed Products”) are governed by these additional terms and conditions:

1. Customer is expressly prohibited from using the Licensed Products as a factor in establishing an individual’s eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes, (ii) employment, or (iii) to engage in unfair or deceptive practices.
2. Customer will not use or permit the use of the Licensed Products to provide: (a) real-time navigation or route guidance synchronized to the position of a person’s sensor-enabled device; (b) in-flight navigation; or (c) a digital map database (a database containing road geometry and street names, routing attributes enabling turn by turn directions, or latitude and longitudes of individual addresses and house number ranges). Additionally, Customer will not use or permit the use of the Licensed Products in configuring, supporting, or otherwise servicing on-line control equipment in hazardous environments requiring fail-safe performance such as, but not limited to, nuclear facilities, aircraft communications or traffic control, emergency response or law enforcement use, life support machines or weapons systems in which failure of the Licensed Products could lead directly to death, personal injury, or severe physical or environmental damage.

“**Precisely**” means Precisely Software Incorporated or its affiliate as identified in the agreement between Precisely and Customer.

MIMIX™ Software Products

Your use of Assure iTERA™ software, Assure MIMIX™ software, Assure QuickEDD software, and/or OMS/ODS is subject to the following additional terms.

COPYING AND TRANSFER OF COPIES TO OTHER COMPUTERS OR PERSONS.

General. Except as provided in this Section below, (i) no copies shall be made of the Software, and (ii) the Software shall not be transferred to or installed on a computer other than as specified in accordance with the applicable licensing configuration and Designated Equipment (as defined herein), or transferred, sold, assigned or otherwise conveyed to any person (which term shall mean, for purposes of the Agreement, any natural person, corporation, partnership, firm, association, entity, governmental or juridical entity), without Precisely’s prior written consent.

(a) **Designated Equipment.** “Designated Equipment” means the (i) hardware equipment, processor limits, serial number, model number, and location, (ii) operating system software, (iii) database software, and/or (iv) application software specified in the applicable Order Document. Customer may use the Software only on the Designated Equipment while it possesses and operates the Designated Equipment. If the Designated Equipment becomes temporarily inoperable, or for disaster recovery testing purposes, Customer may load and use the Software on another of its computer hardware systems until the Designated Equipment becomes operable, but in no event for more than ninety (90) days. Any transfer of the Software will require Precisely’s prior written approval. Nothing in the Agreement or these Product Specific Terms will be interpreted to grant Customer a site license in the Software.

(b) **Use Code.** “Use Code” means (i) an encrypted access code or license key provided by Precisely or its Affiliate, (ii) that enables Customer to use the Software only on the Designated Equipment, and (iii) only for the use period or Initial Term specified in the applicable Order Document, subject to any Renewal Terms pursuant to and on accordance with the Agreement. Customer may use the Software only in and for Customer’s own internal purposes and business operations. Customer will not permit any other person to use the Software, whether on a time-sharing, hosting, service bureau, or other multiple-user arrangement. Customer may make a reasonable number of back-up archival copies of the Software. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer may not

otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer the Software, except as and to the extent specifically authorized by applicable law. In no event will Customer deactivate the Use Code.

ENABLING MODULES.

Customer may be provided, along with the Software, certain third-party enabling modules or files ("Enabling Modules"). The Enabling Modules may not be (i) used for any purpose other

than to enable the Software, (ii) copied (except for backup purposes and to the extent allowed by applicable law), (iii) further distributed, or (iv) reverse compiled, or otherwise translated, except as specifically permitted by law without the possibility of contractual waiver.

SUBSCRIPTIONS.

The following terms and conditions will apply only to subscriptions, if any, specifically included in the applicable Order Document:

(b) Temporary Capacity Increases. Customer may temporarily increase production and target server processor capacity (i.e., the number of activated cores for commercial processing workload (CPW) with respect to its Designated Equipment for up to sixty (60) days during the Initial Term and for an additional sixty (60) days during each Renewal Term, if any, and no upgrade charges will apply for such temporary increases and CPW over consumption. Customer will notify Precisely of any increase in capacity in excess of sixty (60) days for any piece of hardware included as part of the Designated Equipment which will be deemed a permanent increase and will be subject to the then-current applicable upgrade fees.

For the avoidance of doubt, Temporary Capacity Increases do not apply to any perpetual licenses included in any Order Document.

UAM Australian Database (November 2016)

CLAUSES

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"AMAS" means Australia Post's Address Matching Approval System (documented in the AMAS handbook which is subject to revision from time to time) which is a system that evaluates and approves software based on the software's ability to validate, match and append the correct DPID.

"Australia Post" means the Australian Postal Corporation.

"Barcode Pricing" means Australia Post's special postage prices for mail that has been prepared using GeoCoder, together with a barcode printed on the mail, in accordance with Australia Post's conditions for lodgement of mail as amended from time to time.

"Business Day" means a weekday when bank branches are open for business in New South Wales.

"Correct Address Format" means the standard format accepted by Australia Post.

"Day" means a calendar day.

"Documentation" means the latest version of the documentation specified by Licensor to Licensee.

"Delivery Point Identifier" or "DPID" means an eight character code, which has been developed by Australia Post to enable delivery points to be uniquely identified.

"GeoCoder" and "Software" means the address matching and enhancement suite of software developed and owned by the Licensor. A module of software produced by the Licensor has been approved by Australia Post in accordance with AMAS which (when used in conjunction with the PAF) can validate, match and correct the Licensor's and the Licensees' address database files, and append correct DPIDs.

"Initial Period" means the period specified in Schedule 2

"Intellectual Property Rights" includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, rights in trade, business or company names, and such other rights as are generally accepted as falling within the term "intellectual property", and shall also include any rights to application or registration of such rights, in Australia or elsewhere, and whether created before, on or after the date of this Agreement.

"License" means the license to use GeoCoder and Documentation granted by the Licensor to the Licensee.

"License Fee" means the amounts specified in Schedule 2 payable by the Licensee to the Licensor.

"License Period" means the Initial Period and each subsequent period of 1 year for which the License is renewed.

"MAL" means the Master Address List which is a proprietary data base, created and validated by Veda, containing address information.

"PAF" means the Postal Address File which is a database created by Australia Post containing information on addresses to which Australia Post delivers mail, the information associated with each address record on the PAF consists of: (a) a DPID; and (b) the delivery address details in a Correct Address Format.

"Party" means either the Licensors or Licensee or both as defined in Schedule 1.

"Permitted Purpose" means the preparation of mailing list and/or databases by the Licensee by correcting and validating addresses.

"Price" means the total amount payable by the Licensee to the Licensors for the License, supply or supply and installation of GeoCoder and supply of training and Documentation, which is calculated in accordance with Schedule 2.

"Services" means all services to be supplied by the Licensors under this Agreement, including without limitation, installation, training, maintenance and development.

"Site" means the Licensee's premises specified in Schedule 2 or such other site agreed in writing between the Parties.

"Software Updates" means updates to GeoCoder supplied by the Licensors to Licensee under Clause 6 (if any) and **"Software Update"** means any one of them.

"Test Standard" means a software performance standard set by Australia Post to approve the Licensors software for the Permitted Purpose. The test standard is more fully described in the current AMAS Handbook published by Australia Post.

1.2 The Licensee:

(a) acknowledges that the PAF and the Intellectual Property Rights in the PAF are and shall remain the property of Australia Post. Nothing in this Agreement shall operate as an assignment of any Intellectual Property Right that exists in the PAF. The PAF may not be sold, copied or distributed without prior written permission from Australia Post.

(b) indemnifies the Licensors for any losses arising from a breach of Clauses 1.2(a) by the Licensee, its employees, agents or contractors.

2. LICENSE

2.1 The Licensors grants the Licensee a non-exclusive, non-transferable license to use:

(a) the GeoCoder product hereafter referred to as GeoCoder, on equipment owned or leased by the Licensee and used by the Licensee at the Site; and

(b) the Documentation at the Site during the License Period.

2.2 The license granted under this Agreement will commence on the date of execution of this Agreement and continue unless and until terminated in accordance with clause 11 for the Initial Period. The License Period will automatically be extended for a maximum of two further periods of one year on the anniversary of the commencement date unless:

(a) the Licensee notifies the Licensors earlier than 90 Days before the end of a License Period that the license should not be renewed; or

(b) the Licensors or Licensee terminates this Agreement earlier in accordance with clause 11.

2.3 The Licensee must not and must not allow any other person to:

(a) copy GeoCoder;

- (b) copy the Documentation, unless previously authorised in writing by the Licensor;
- (c) show, demonstrate or describe GeoCoder or the Documentation to any person other than the Licensee's employees or the Licensee's contractors in the ordinary course of using GeoCoder for the conduct of the Licensee's business;
- (d) alter, modify, tamper with, reverse engineer or attempt to reverse engineer GeoCoder;
- (e) use GeoCoder to develop other software; or
- (f) remove GeoCoder or the Documentation from the Site.

2.4 The GeoCoder may only be used by the Licensee for the Permitted Purpose.

2.5 Upon expiry or termination of this License, Australia Post will cease to provide the Barcode Pricing to the Licensee.

2.6 The Licensee shall comply with all requirements of the *Privacy Act 1988* relevant to its possession or use of the PAF.

2.8 The Licensee acknowledges that:

- (a) Australia Post has approved that GeoCoder has achieved the Test Standard specified by Australia Post; and
- (b) The approval of the GeoCoder by Australia Post does not represent an endorsement by Australia Post that the GeoCoder is suitable for the Licensee.

3. NO TRANSFER OF INTELLECTUAL PROPERTY RIGHTS BY LICENSOR

3.1 The Licensee acknowledges that Licensor is the owner of all existing and future Intellectual Property Rights in GeoCoder.

4. PAYMENT [NOT USED]

5. SUPPLY AND INSTALLATION [NOT USED]

6. SOFTWARE UPDATES

6.1 The Licensee acknowledges that:

- (a) the purpose of GeoCoder is to enable the Licensee to match and improve the accuracy of address data by providing access to the Licensor's proprietary MAL and the Australia Post PAF; and
- (b) the components of GeoCoder may change from time to time; and
- (c) the GeoCoder may not be compatible with changes specified by AMAS unless it is updated.

6.2 If AMAS changes the PAF and associated rules to the extent the GeoCoder is no longer compatible with it, the Licensor will use its reasonable efforts to release an update of GeoCoder ("**Software Update**") compatible with the changed PAF. In no case will the Licensor be responsible for keeping the GeoCoder compatible with any version of PAF older than the most recent previous version.

6.3 The Licensor shall supply PAF updates to the Licensee as soon as it is commercially practicable to do so. The Licensor may provide PAF updates to the Licensee by providing an Upgrade to the Software.

6.4 If the Licensee is supplied with Software Updates during a year and the Licensor releases a Software Update during that year:

(a) the License will extend to that Software Update and any update of the Documentation necessary to enable the Licensee to use the Software Update,

(b) the Licensee must at the Licensor's request return any previous versions of GeoCoder.

6.5 The Licensee acknowledges the Licensor is not obliged to develop or release updates of the GeoCoder except as required under Clause 6.2.

7. OPTIONAL DEVELOPMENTS *[NOT USED]*

8. INTELLECTUAL PROPERTY RIGHTS WARRANTY AND INDEMNITY

8.1 The Licensor warrants that to the best of its knowledge GeoCoder does not and will not when used in accordance with this Agreement infringe the Intellectual Property Rights of any person.

8.2 The Licensor and the Licensee must keep each other fully informed of all:

(a) suspected or actual infringements by any person of the Intellectual Property Rights in GeoCoder or Documentation or both; and

(b) any claims or proceedings by any person that GeoCoder or its use or the Documentation infringes the Intellectual Property Rights of any person.

(c) an infringement that would not have occurred but for the Licensee's use of GeoCoder in combination with products with which GeoCoder is not designed to be used.

DATA INTEGRITY SUITE TERMS

DATA INTEGRITY SUITE
SERVICE DESCRIPTION – FOUNDATION
(December 5, 2025)

The following is a high-level description of the Foundation component (“**Foundation**”) of the Precisely Data Integrity Suite. Foundation is required in connection with all other Data Integrity Suite services and may appear on Precisely sales quotations or other ordering documents simply as a “Data Integrity Suite” line item followed generally by the specified environment and applicable hosting region.

Modifications to this Service Description:

- **Orders for Licensed Products and/or Services are governed by the version of this Service Description applicable on the Start Date of the license in an Order.**
- **The terms of this Service Description may not be modified with respect to the Order to which they apply except by mutual agreement.**
- **New versions of this Service Description will only apply to subsequent Orders.**

Overview:

Foundation is required to be licensed in connection with other individual Data Integrity Suite services (each a “**Service**” or a “**Licensed Product**”). This Service Description provides a high-level overview of Foundation as well as details about various license metrics that may be applicable to the license of a particular Service, including the use of credits. In addition, this Service Description includes some of the flow down terms applicable to each Service required by Precisely’s inbound vendors.

Customers of the Precisely Data Integrity Suite (“**Customers**”) purchase licenses to Data Integrity Suite Licensed Products with an ordering document – generally a Precisely sales quotation coupled with the Customer’s purchase order but could be in other formats (each, an “**Order**”). Unless an Order specifically states otherwise, these licenses are subscription licenses consisting of term-based product licenses with support included.

Foundation Components:

Foundation provides the following core components required for operation and interoperability of all Data Integrity Suite Services:

- Connectors – Data and metadata connectors.
- Execution Agents – Run and monitor processes across cloud, hybrid, and on-premises.
- Catalog – Central metadata catalog with search and lineage.
- Workflow – Design and schedule processes and pipelines.
- APIs – Standard interfaces for integration.
- Security – Centralized authentication, SSO, and compliance.
- AI – Automation and intelligence capabilities.

License Metrics—Defined Terms

Depending on the Data Integrity Suite Service, various pricing and license metrics may be used to identify the capacity being licensed (defined generally as an “**Allotment**”). The table below provides some of the applicable Allotment metrics and definitions:

Service	Allotment Metric	Metric Definition
Required for all Data Integrity Suite Services:		
Foundation	# technical assets stored*	Technical assets means the metadata ingested from various data sources (i.e., RDBMS, BI, ETL) stored within the data catalog of Foundation. This includes tools, platforms, or systems that enable the integration, management, and utilization of data across these sources.
Optional Data Integrity Suite Services:		
Data Governance	# technical assets stored	Technical assets means the metadata ingested from various data sources (i.e., RDBMS, BI, ETL) stored within the data catalog of Foundation. This includes tools, platforms, or systems that enable the integration, management, and utilization of data across these sources.
Data Integration	# data volume replicated	Data volume replicated means the total annual amount of data applied to each target through the Data Integration product expressed in terabytes (TB). This includes replication across any source and target combination.
Data Quality	# data volume processed	Data volume processed means the total annual amount of data processed through the Data Quality pipeline or rules of the licensed expressed in terabytes (TB). This includes both remediation and assessment use-cases.
Geo Addressing	# address lookups	Address lookups are the total annual number of address records validated, autocompleted, or geocoded via the Geo Addressing product.
Data Enrichment	# records returned	Records returned means the total count of data records returned and enhanced by the Data Enrichment product over a 12-month period.
Optional Add-On to Other Data Integrity Suite Services:		
Data Observability	% underlying DI Suite services spend	Data Observability is priced as a percentage of a Customer's underlying Data Integrity Suite services spend, reflecting the added monitoring and observability capabilities applied across Data Integrity Suite optional services.
Advanced Connectivity	# of connectors	Connector tiers represent the count of additional connectors purchased beyond those included in the Foundation. Each connector enables integration with a specific source or target system.

* Note: Data Integrity Suite – Foundation includes 10,000 technical assets, plus any additional technical assets shown on a Precisely Order document.

Product Types:

Precisely Order documents will generally designate a product as one of the following types (included in the name of the product in the Order):

- **“Hosted”** products are those where Precisely hosts the software and/or data product on IT systems that Precisely owns or controls. In some cases, hosted products have a **“SaaS”** designation.
- **“On-Premises”** products are those that a Customer installs on a Customer's own IT systems (or IT systems that Customer licenses from companies other than Precisely) and are considered on-premises products. In some cases, On-Premises products have a **“Subscription”** designation.
- **“Hybrid”** products are those that (a) have aspects of both on-premises and hosted implementations, and/or (b) provide a Customer with options on whether to install such product in its own data centers (i.e., an on-premises installation) or to access the version hosted by Precisely (i.e., use of a hosted product) or both.

Flexible Usage Pricing Model:

Customers of the Precisely Data Integrity Suite have flexibility in their usage of Licensed Products. When a Customer purchases a license to a Licensed Product, the Order will reflect the applicable Allotment metric. For example, if a Customer licenses the Data Governance product, the Order will reflect an Allotment of the maximum total number of technical documents stored (called the **“Purchased Allotment”** for such Order). Except as may be specifically authorized in an Order, (a) Purchased Allotments may be used at any time during each twelve (12) month period during the Term of an Order, and (b) any unused Purchased Allotment may not be carried over into subsequent twelve (12) month periods.

If a Customer needs to exceed the Purchased Allotment in an Order, they can do so at any time by paying the contracted rate in the Order for usage more than the Purchased Allotment (a Customer's **“Flex Usage”**). If applicable, Precisely will send quarterly invoices to each Customer for the additional Flex Usage of a Licensed Product in the prior quarter.

Usage volumes are based on Precisely's system of record. All billing shall reflect actual usage tracked by Precisely's metering tools. Customers are responsible for monitoring their own usage levels through the applicable Licensed Product dashboard and any automated alerts received.

Allotments of Credits:

Some of the Data Integrity Suite Licensed Products are transacted through an Allotment of credits with the number of credits used varying based on usage.

As used in this context, a **“Credit”** means the number of pre-purchased credits reflected in an Order.

Transacting with Credits—See Applicable Service Description:

How Credits are used in connection with a particular Licensed Product will be shown in the Service Description applicable to the product. All Service Descriptions are located on the main Data Integrity Suite page and most are included in this Exhibit E. For example, the Data Graph API Service Description has a table indicating how many Credits are used per the Allotment (i.e., Credits used for each of the records returned).

Once Credits are purchased pursuant to an Order, those Credits can generally be used to transact any Data Integrity Suite Services that allow the use of Credits (ex. the Data Graph API) subject to agreed limitations in the Order.

Additional Applicable Terms:

In the event of a conflict between this Service Description and a main/framework/master agreement or other governing terms, the terms of this Service Description control as relates the matters discussed herein as these are product specific.

Certain Data Integrity Suite Services have flow-down provisions applicable to a Customer's use of the Service. These are required by Precisely's third-party suppliers and others. These additional applicable terms will be shown in the Service Description for the Services.

DATA INTEGRITY SUITE
SERVICE DESCRIPTION – DEVELOPER API SERVICES
(04-2024)

The following is a high-level description of the various Developer API Services for Data Integrity Suite (each a “Service”).

Descriptions:

Geocode

The Geocode API Service converts an individual address (ex. 123 Main Street, Anywhere, USA 12345) or collections of addresses into latitude & longitude coordinates (ex. -105.241023, 40.018233). The resulting coordinates can be used for enrichment, insights, visualization, or decision-making around and related to the location. This Service is available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Enhanced Geocode

The Enhanced Geocode API Service is designed to enhance the existing capabilities of the Geocode API by utilizing multiple iterations of geocoding to improve the accuracy of the results for a given address. There are two types of flows that allow users to either maximize the number of locations or maximize what are known as the high-quality locations. This Service is available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Reverse Geocode

The Reverse Geocode API Service takes either a pair of geographical coordinates (ex. latitude -105.240976 and longitude 40.018301) or multiple input coordinates and translates them into a specific address that is Precisely’s match for that location (ex. 123 Main Street, Anywhere, USA 12345). This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Verify

The Verify API Service uses country-specific rules to verify that an address meets applicable postal standards. This Service parses, standardizes, verifies, cleanses and formats address data to help determine deliverability of address records. This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Address Autocomplete

The Address Autocomplete API Service enables customers to perform searches with any part of the address, get address suggestions narrowed down with each keystroke, and autocomplete forms by selecting the right address candidate. This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Autocomplete Postal-City

The Autocomplete Postal-City API Service provides suggestions for postal codes and city names based on partial input provided by the user. It is designed to enhance user experience in various applications that involve postal codes and city selection. This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Bulk Geo Addressing

The Bulk Geo Addressing API Service has geocoding and verification asynchronous APIs that process a large number of addresses at once typically by accepting an input file of addresses. This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

ID Lookup

The ID Lookup API Service retrieves addresses by PreciselyID(s). This Service is currently available for addresses in the United States only.

Time Zone

The Time Zone API Service provides global time zone information and UTC offsets and accepts two forms of input:

- Latitude and longitude
- Address

This Service is currently available for addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

GeoTAX

The GeoTAX API Service provides tax jurisdictions and tax rates for an address. This Service is currently available in the United States only.

Email Verification

The Email Verification API Service verifies that email addresses are valid and deliverable. This Service is currently available for email addresses worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Phone Verification

The Phone Verification API Service verifies that phone numbers are active. This Service is currently available for phone numbers worldwide (subject to certain restrictions). Contact your Precisely sales representative for details.

Allotment/Metrics:

These Services will be based on the number of Transactions processed in a given period of time.

DATA INTEGRITY SUITE
SERVICE DESCRIPTION – DATA GOVERNANCE
(08-2022)

The following is a high-level description of the Data Governance Service (the “Service”)—part of the Precisely Data Integrity Suite.

Description:

The Data Governance Service is designed to deliver a framework to find, understand, trust, and leverage critical data across an organization for improved outcomes, insights, operations, and regulatory compliance.

This Service includes a flexible metamodel and graphical interface to increase adoption and adapt to diverse use cases.

The Service is interoperable with other Data Integrity Suite service modules, as well as a Customer’s existing technology ecosystem to aid in improving data integrity. Machine learning intelligence, automated technical metadata harvesting, and AI techniques for semantic classification, tagging, and relationships can help improve productivity.

The Service will generally be limited by the number of Content Contributor Users—defined as Users that can (a) create and edit assets, workflow configuration, dashboards, and relationships, and (b) resolve workflow items.

In the Service, an “Asset” is a physical record within a table and consists of items stored in the following classes of items within the Service: Business Asset, Technical, Diagram Asset, Models, Policies, Rules and Reference Asset. The maximum Assets during the Term of any Order is 8 million.

Unless otherwise agreed in an Order, JDBC harvesters for Assets only (no lineage) are included for the following databases: DB2, Hive, MariaDB/MySQL, Oracle, Postgres, RedShift, Snowflake, SQL Server (on-premises and Cloud), Sybase (ASE), Teradata, and Hana. Customer is responsible for providing the JDBC driver.

DATA INTEGRITY SUITE
SERVICE DESCRIPTION – DATA INTEGRATION
(08-2022)

The following is a high-level description of the Data Integration Service (the “Service”)—part of the Precisely Data Integrity Suite.

Description:

This Service assists Customers with designing, deploying and monitoring real-time data replication pipelines from a variety of source systems to streaming platforms like Apache Kafka. The Service integrates with the Kafka schema registry to help maintain metadata integrity.

Key capabilities include (a) a dynamic, browser-based UI, (b) intuitive design making it easier for Users to build, deploy, and monitor real-time replication pipelines, and (c) a hybrid cloud architecture allowing Users to design and monitor in the cloud, while sensitive data never leaves the Customer environment. Supported technologies for this Service currently include Db2 for IBM i, Db2 for z/OS, and Oracle sources to Kafka targets.

Terms:

“Clusters” means a group of two or more computers (nodes) that run in parallel and work in combination as a single more powerful machine.

“Instance” means a virtual server that runs workloads in a cloud environment, including ones for production, non-production, and disaster recovery.

“LPAR” means a logical partition on a computer server, generally a subset of a server's hardware resources, virtualized as a separate computer hosting a separate instance of an operating system.

“MSU” means the measurement of the amount of processing work a mainframe computer can perform in one hour expressed in million service units.

DATA INTEGRITY SUITE
SERVICE DESCRIPTION – DATA QUALITY
(04-2023)

The following is a high-level description of the Data Quality Service (the “Service”)—part of the Precisely Data Integrity Suite.

Description:

The Data Quality Service is designed to help organizations identify, clean, and maintain accurate data for improved business performance. The core capabilities of the Service include the ability to identify data quality issues using advanced algorithms and data profiling techniques. Once identified, the Service can correct these issues using a range of methods such as standardization, matching, linking, address validation, and pre-configured rules.

The Service is designed to work with cloud-native connectivity and cloud data sources, as well as on-premises sources. The Service is interoperable with other Data Integrity Suite services, as well as many existing technology ecosystems that are used by our customers to aid in improving data integrity.

Allotment/Metrics:

As noted in the applicable Order, the Service will generally be based on a specified volume of usage during a certain period.

EXHIBIT F
U.S. GOVERNMENT END USERS

F.1 Applicability. This Exhibit applies solely where Customer is an agency or instrumentality of the United States Government, or where the Licensed Products or Services are acquired by or on behalf of the U.S. Government (including under a GSA Federal Supply Schedule, Governmentwide Acquisition Contract, or other federal contract vehicle) (each, a "Government Customer"). In the event of any conflict between this Exhibit and any other provision of the Agreement, an Order, or a SOW, this Exhibit controls with respect to a Government Customer. All other terms of the Agreement remain in full force and effect.

F.2 Authority to Bind; No Clickwrap. Notwithstanding any acceptance provisions in the Agreement or an Order, the Agreement is binding on a Government Customer only upon execution of an Order or contract by a duly warranted Contracting Officer acting within the scope of that officer's authority. Access, download, installation, use of, or assent by any other individual (including any employee, contractor, or agent of the Government Customer) does not create any obligation of the United States. Precisely will not perform, and no Government Customer employee is authorized to accept, any Licensed Products or Services in advance of or in excess of an appropriation, consistent with 31 U.S.C. § 1342.

F.3 Availability of Funds. All obligations of a Government Customer under the Agreement, any Order, and any SOW are subject to the availability of appropriated funds. No provision of the Agreement obligates the United States in advance or in excess of an appropriation available for the purpose, and nothing in the Agreement constitutes an obligation of funds for any period beyond the fiscal year in which such funds are available. Where an Order specifies a Term extending beyond the then-current fiscal year, continuation of that Order beyond the end of each fiscal year is contingent upon the availability of funds; the Government Customer will give Precisely written notice of non-availability as soon as practicable, and upon such notice the affected Order terminates at the end of the funded period without further liability of either party other than for amounts due for the funded period. Section 16 (No Cancellation by Customer), and the non-cancelable and non-refundable payment provisions of Section 9.1, do not apply to a Government Customer to the extent they would obligate funds not then available or would limit the Government Customer's rights under FAR 52.212-4(l) (Termination for the Government's Convenience) or FAR 52.212-4(m) (Termination for Cause).

F.4 No Indemnification by the Government; Liability. Section 13.4 and Section 17.4(c) do not apply to a Government Customer. Any obligation of a Government Customer to indemnify, defend, or hold harmless Precisely or any third party is enforceable only to the extent authorized by law and funded by an available appropriation, consistent with the Anti-Deficiency Act, 31 U.S.C. §§ 1341 and 1502(a). The liability of a Government Customer for any claim arising under or relating to the Agreement is limited to that provided by the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, the Federal Tort Claims Act, and other applicable federal law, and, notwithstanding Section 14.3, in no event will a Government Customer be liable for any amount in excess of funds appropriated and available for the applicable Order. Precisely's indemnity obligations under Section 13.1 and the limitations of liability in Section 14 remain in effect for Precisely's benefit and are not modified by this Exhibit.

F.5 Payment; No Advance Payment; Interest. Fees payable by a Government Customer are due in accordance with the Prompt Payment Act, 31 U.S.C. ch. 39, and FAR 52.212-4(i). Section 9.6(a) does not apply to a Government Customer; interest on late payment accrues, if at all, solely as and at the rate provided by the Prompt Payment Act. Except for annual or other periodic subscription or license fees for a specified Term (which may be invoiced in advance of the applicable Term), Precisely will invoice a Government Customer in arrears for Services actually performed and, notwithstanding Section 9.4(b), Retainer Hours will be invoiced as consumed rather than in advance, consistent with 31 U.S.C. § 3324.

F.6 Taxes. Section 9.2 does not apply to a Government Customer except to the extent taxes are lawfully imposed on the Government Customer and payable under FAR 52.229-3 or FAR 52.229-4 or other applicable FAR clause. Precisely will not invoice a Government Customer for federal, state, or local taxes from which the United States is exempt.

F.7 Suspension and Self-Help. Sections 15.1 and 15.4 do not authorize Precisely to suspend or restrict a Government Customer's use of the Licensed Products for non-payment or for alleged breach; any such dispute will be resolved under Section F.10. Precisely retains the right to suspend where required by law, regulation, court order, or where a User appears on a Prohibited Party List, as provided in Section 15.2.

F.8 Excess Use, Verification, and Expenses. Fees for use in excess of purchased Allotments (Section 9.3), amounts identified through verification (Section 18.6), Minimum Hours not performed and premium weekend or holiday rates (Section 9.4(a)), and travel and out-of-pocket expenses (Section 9.5) are payable by a Government Customer only pursuant to a written modification or Order executed by a Contracting Officer and supported by an available appropriation. Precisely will not recover its own verification costs from a Government Customer. Travel expenses will be reimbursed only to the extent allowable under the Federal Travel Regulations.

F.9 Third-Party Products and Incorporated Terms. Notwithstanding Section 3.8 and the definition of "Agreement," no term of any Third-Party Product license, Documentation, Support Terms, Addendum, or other material incorporated by reference applies to a Government Customer to the extent it (a) conflicts with this Exhibit or applicable federal law, (b) purports to impose an indemnity, uncapped liability, tax, interest, automatic renewal, or fee obligation on the Government Customer, or (c) is subject to unilateral change by Precisely or a third party. Upon request, Precisely will make all such applicable terms available to the Government Customer prior to award.

F.10 Governing Law; Disputes; Claim Period. Sections 18.5 and 14.4 do not apply to a Government Customer. The Agreement and each Order with a Government Customer are governed by and construed in accordance with the federal laws of the United States. All disputes are subject to the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, and will be resolved exclusively before the cognizant Contracting Officer, the applicable Board of Contract Appeals, or the U.S. Court of Federal Claims. No provision of the Agreement shortens, waives, or otherwise limits the time periods, procedures, or remedies available to either party under the Contract Disputes Act, and no equitable relief (including under Section 10.6) is available against a Government Customer except as authorized by federal law.

F.11 Rights in Software and Data. The Licensed Products and Documentation are "commercial computer software" and "commercial computer software documentation" within the meaning of FAR 2.101, FAR 12.212, and DFARS 227.7202. Consistent with FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, all Government Customers acquire the Licensed Products and Documentation with only those rights set forth in the Agreement and the applicable Order, and no greater rights. To the extent restricted rights apply, they are as set forth in FAR 52.227-19 or DFARS 252.227-7014, as applicable. Nothing in the Agreement conveys unlimited rights, government purpose rights, or any license to source code.

F.12 Publicity, Confidentiality, and FOIA. Section 18.4 applies only with the Government Customer's express written consent through an authorized official. Precisely acknowledges that a Government Customer's disclosure obligations under the Freedom of Information Act, 5 U.S.C. § 552, and other applicable federal law are not a breach of Section 10, provided the Government Customer follows its applicable procedures for the treatment of confidential commercial information.

F.13 Assignment. Section 18.2 is subject to the Anti-Assignment Act, 41 U.S.C. § 6305, and 31 U.S.C. § 3727; no assignment of the Agreement or of claims thereunder affecting a Government Customer is effective without compliance with those statutes and, where required, the Government Customer's written consent through a novation agreement.

F.14 Order of Precedence. For a Government Customer, the order of precedence is: (a) the applicable FAR and agency-supplement clauses of the underlying federal contract or Schedule contract; (b) this Exhibit F; (c) the Agreement; (d) the applicable Order or SOW; and (e) all other incorporated materials.