

RELISH GENERAL TERMS AND CONDITIONS FOR CLOUD SERVICE

This General Terms and Conditions for Cloud Service (“GTC”) by and between RelishIQ, Inc., with offices at 9740 Bell Rd, Newbury, OH 44065, United States (“RELISH”), and the Ordering Activity under GSA Schedule contracts identified in the Order (“Customer”), is made as of the last signature date set forth below (“Effective Date”).

This GTC incorporates by reference the Support Services, attached hereto as Exhibit A (the “Support Services”); the Service Level Agreement, attached hereto as Exhibit B (the “Service Level Agreement”); the RELISH Data Processing Agreement for Cloud Service (“DPA”), attached hereto as Exhibit C; the insurance requirements, attached hereto as Exhibit D; any ordering document for a Cloud Service that references this GTC (each, an “Order Form”), along with any other terms that are mutually agreed upon in writing by RELISH and Customer (collectively the “Agreement”).

1. USAGE RIGHTS AND RESTRICTIONS

1.1. Grant of Rights. RELISH grants to Customer and its Authorized Users a non-exclusive, non-sublicensable, non-transferable right to use any distinct, subscription-based, hosted, supported and operated on-demand solution provided by RELISH under an Order Form (each, a “Cloud Service”), any materials provided or developed by RELISH (independently or with Customer’s cooperation which expressly excludes Customer Data (as defined in Section 3.1) or Customer Confidential Information) in the course of performance under the Agreement, including, without limitation, the delivery of any support or consulting services to Customer (collectively, “Cloud Materials”), and RELISH’s then-current technical and functional documentation for the Cloud Service which is made available to Customer with the Cloud Service (“Documentation”) during the Subscription Term (as defined in Section 5.1) and solely for Customer’s and its Affiliates’ (as defined below) internal business operations, and subject to any standards of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form (collectively, “Usage Metrics”) and volumes stated in an Order Form. Customer may use the Cloud Service world-wide, except that Customer shall not use the Cloud Service from countries where such use is prohibited by all applicable import, export control and sanctions laws, including without limitation, the laws of the United States, the European Union and Germany (collectively, “Export Laws”). Customer will monitor its use of the Cloud Service and promptly report to RELISH in writing any use in excess of the Usage Metrics and volume. For purposes hereof, “Affiliate” of a party means, in relation to such company, any company, individual or other entity, which directly or indirectly controls, is controlled by or is under joint control with that company.

1.2. Authorized Users. Access credentials for the Cloud Service may not be used by more than one individual but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users (as defined herein). Customer hereby agrees that in no event shall any of its Business Partners (as defined herein) who are competitors of RELISH be permitted to use or access the Cloud Service as an Authorized User or in any manner whatsoever, and any such use is expressly prohibited. For purposes hereof, “Authorized User” means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor, representative of Customer, its Affiliates, and/or their respective Business Partners and “Business Partner” means a legal entity that requires use of a Cloud Service in connection with Customer’s and its Affiliates’ internal business operations which may include customers, distributors, service providers and/or suppliers of Customer.

1.3. Restrictions. Customer and its Authorized Users are strictly prohibited from: (i) licensing, sublicensing, selling, reselling, transferring, assigning, distributing or otherwise commercially exploiting or making available to any third party the Cloud Service or Cloud Materials in any way not expressly permitted herein; (ii) modifying or making derivative works based upon any of the Cloud Service or Cloud Materials; (iii) decompiling, disassembling, decompressing, reverse engineering, or otherwise attempting to derive the source code for any portion of the Cloud Service; (iv) creating or developing or contributing to the creation or development of any service, program or suite of programs having similar ideas, features, functions and/or graphics as the Cloud Service, (v) disrupting the integrity or performance of any of the Cloud Service or any components contained therein or attempting to gain unauthorized access to the Cloud Service or related systems or networks, and/or (vi) representing to any third party that Customer is (or otherwise hold itself out as being) an agent, employee, subsidiary or other affiliate of RELISH. In addition to the foregoing, Customer and its Authorized Users hereby agree that its use of the Cloud Service may be subject to additional product and service terms and restrictions set forth in Exhibit E hereof.

1.4. Unauthorized Use. Customer is solely responsible for maintaining the confidentiality and security of its Cloud Service access credentials. Customer is responsible for the use of the Cloud Service under any of its access credentials, and for maintaining the confidentiality thereof. Customer agrees that RELISH will not be liable for any losses or damages that Customer may incur as a result of a third party accessing Customer’s account with its access credentials. Customer further agrees that it could be held liable for losses incurred by RELISH or another party due to a third party using Customer’s access credentials. Customer agrees that it will be responsible for all activity in its account, whether such activity is initiated by Customer or by any third party, and RELISH hereby specifically disclaims any and all liability for any activity on Customer’s account. Customer agrees to notify

RELISH immediately of any unauthorized use of any access credentials or any other known or suspected breach of security and to use its reasonable best efforts to eliminate and remedy any such breaches.

1.5. Suspension of Cloud Service. RELISH may immediately temporarily suspend Customer's use of the Cloud Service if RELISH determines that Customer has violated the security of Customer's Cloud Service access credentials have been compromised and Customer's continued use may result in harm to the Cloud Service or any of its users. RELISH will use commercially reasonable efforts to (a) notify Customer of the suspension or termination in advance, but only to the extent reasonably practicable, (b) narrow the scope of any such suspension, and (c) promptly restore services when the violation has been cured and/or security is no longer compromised.

1.6. Third Party Web Services. The Cloud Service may include integrations with web services or applications made available by third parties (other than RELISH, its Affiliates or subcontractors) that are accessed through the Cloud Service and that may be subject to separate third-party terms and conditions. Customer hereby agrees that RELISH's obligations under the Agreement to not apply to such third party services or applications and furthermore, RELISH is not responsible for Customer's compliance with any such third-party terms and conditions that may apply. For clarity, such third-party services may include services downloaded from the Apple and/or Android app stores.

1.7. Consulting Services. The Cloud Service does not include the provision of consulting and other related professional services (collectively, "Consulting Services"). Consulting Services are available open market on a time and material basis at RELISH's then current consulting services hourly rate (currently, \$275 per hour). Any Consulting Services will only be provided to the extent mutually agreed upon by the parties in writing.

2. RELISH RESPONSIBILITIES

2.1. Provisioning. RELISH will provide to Customer the Support Services in accordance with Exhibit A and RELISH will provide to Customer the Cloud Service subscribed for under an Order Form in accordance with the terms and conditions set forth in each Order Form as well as the Service Level Agreement.

2.2. Data Security. RELISH will implement and maintain technical and organizational measures that are designed to protect the Personal Data (as defined in the DPA) processed by RELISH as part of the Cloud Service, as further described in the DPA.

2.3. Modifications. The Cloud Service and the operational guidelines and policies applied by RELISH to provide and support the Cloud Service as incorporated in an Order Form (collectively, the "RELISH Policies") may be modified by RELISH. RELISH will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current RELISH Policies and Documentation.

3. CUSTOMER AND PERSONAL DATA

3.1. Customer Data. Customer is solely responsible for ensuring the accuracy, quality, integrity, lawfulness, reliability and appropriateness of all content, materials, data and information that Authorized Users enter into the Cloud Service and/or any portion of the foregoing that is reproduced and contained in any outputs that are produced through Customer's use of the Cloud Service (collectively, "Customer Data") and for ensuring that it has obtained all of the necessary consents required to provide Customer Data. Furthermore, Customer will collect, maintain and provide all Personal Data contained in the Customer Data in compliance with applicable data privacy and protection laws. Customer grants to RELISH (including its Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to perform its obligations under the Agreement. Any portion of outputs that are not reproductions of Customer Data and/or its derivatives are not Customer Data and shall be considered Cloud Materials and RELISH's Confidential Information.

3.2. Aggregated Data. RELISH may aggregate Customer Data with other customers' similar information for any of the following purposes; provided that in each instance, such aggregated data shall be de-identified in accordance with all applicable laws: (a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new RELISH products and services; (b) improving product and services performance; (c) verification of security and data integrity; (d) identification of industry trends and developments; and (e) creation of indices and anonymous benchmarking. RELISH shall own all rights in and related to such aggregated data and analyses.

3.3. Access to Customer Data. During the Subscription Term, Customer can access its Customer Data at any time, subject to any Cloud Service unavailability as described in the Service Level Agreement. Customer may utilize the Cloud Service to export and retrieve its Customer Data in standard format(s), as determined by RELISH in its reasonable discretion, through RELISH's self-service export tools. Notwithstanding the foregoing, export and retrieval may be subject to certain technical limitations, in which case, RELISH and Customer will use commercially reasonable efforts to find a reasonable alternative method to allow

Customer to export and retrieve Customer Data. RELISH shall have no obligation to retain Customer Data for longer than the thirtieth (30th) day following the expiration or termination of the Agreement. Retained data is subject to the confidentiality provisions of the Agreement. Customer, through its subscription to the Cloud Service, hereby grants Relish permission to validate Tax IDs provided by payers/payees, and Customer hereby represents and warrants that payers and/or payees through their relationship with Customer, have authorized RELISH to validate information payers and/or payees provide to payers and/or payees. Furthermore, and notwithstanding anything to the contrary, Customer hereby agrees, on behalf of itself and its Affiliate(s), that if Customer grants access to any of the Cloud Service to any of its Affiliates and Customer has not purchased a separate site for each such Affiliate(s), then the data of Customer and its Affiliates shall be commingled in a single site shared by each.

4. FEES AND TAXES

4.1. Fees and Payment. RELISH or its authorized reseller as applicable will invoice Customer the fees as stated in an Order Form in accordance with the GSA Schedule Pricelist, and Customer shall pay such fees in the time and manner set forth therein. Furthermore, Customer shall be responsible for paying a monthly finance charge on late payments 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. Customer cannot withhold, reduce or set-off fees owed, nor reduce Usage Metrics, during the Subscription Term. Other than as expressly set forth herein, all fees are non-cancellable and non-refundable. Notwithstanding the foregoing, in the event RELISH commits a material breach of this Agreement which cannot be cured within thirty (30) days of receipt of Customer's notice of such breach, RELISH shall refund Customer any fees prepaid which remain unused as of the date of termination.

4.2. Taxes. RELISH 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 552.212-4(k).

5. TERM AND TERMINATION

5.1. Term. The Agreement commences on the Effective Date and shall continue until all Order Forms have expired or been terminated, unless terminated earlier in accordance with the terms and condition of this GTC. The initial subscription term of Customer's subscription to the Cloud Service shall be stated in the applicable Order Form and may be renewed as set forth therein (each, a "Subscription Term").

5.2. Termination. 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, RELISH 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.

5.3. Effect of Expiration or Termination. Upon the effective date of expiration or termination of the Agreement: (a) Customer's right to use the Cloud Service and all Cloud Materials will immediately expire; and (b) Confidential Information of the disclosing party will be returned or destroyed as required by this GTC. The following Sections will survive the expiration or termination of the Agreement: 1, 3, 4, 5.3, 6, 7, 8, 9, 10, and 11.

6. WARRANTIES

6.1. Compliance with Law. Each party represents and warrants its current and continuing compliance with all laws and regulations applicable to it in connection with: (a) in the case of RELISH, the operation of RELISH's business as it relates to the Cloud Service, and (b) in the case of Customer, its collection and provision of Customer Data and Customer's use of the Cloud Service.

6.2. Good Industry Practices. RELISH warrants that it will provide the Cloud Service: (a) in conformance with the Documentation in all material respects; and (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service. Customer's sole and exclusive remedy for a breach of the warranties contained in this Section 6.2 is for RELISH to use its commercially reasonable efforts to repair or correct the deficient Cloud Service.

6.3. Viruses. RELISH warrants that none of the Cloud Service contains any back-door, time-bomb, Trojan horse, virus, worm or any other code designed or intended to have or capable of performing any of the following functions: (a) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (b) damaging or destroying any data or file without the user's consent.

6.4. Cloud Service Availability. RELISH warrants to maintain an average monthly system availability for the production system of the Cloud Service as set forth in the Service Level Agreement. Customer's remedy for RELISH's breach of the foregoing warranty is the issuance of a credit in the amount described in the Service Level Agreement. Customer will follow RELISH's posted credit claim procedures. If the validity of the service credit is confirmed by RELISH in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due. Any credits paid will be offset against any damages awarded for RELISH's breach of this Section 6.4. Additionally, in the event RELISH fails to meet the average monthly system availability as set forth in the Service Level Agreement for (a) four consecutive months; or (b) more than five months during any twelve month period or (iii) one month where such availability is below 95%, Customer may terminate its subscriptions for the affected Cloud Service and receive a prorated refund for any unused services by providing RELISH with written notice within thirty days after the failure, which shall be Customer's sole and exclusive remedy for such breach of the Service Level Agreement and the foregoing warranty.

6.5. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, NEITHER RELISH NOR ITS AFFILIATES OR SUBCONTRACTORS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF NON-STANDARD, CUSTOMER DEVELOPED INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT, OR THAT THE OPERATION OF ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR FREE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS OR ADVERTISING OF RELISH OR PRODUCT ROADMAPS IN OBTAINING SUBSCRIPTIONS FOR ANY CLOUD SERVICE.

7. THIRD PARTY CLAIMS

7.1. Against Customer. RELISH will indemnify, have the right to intervene to defend and hold Customer harmless against all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of any claims brought against Customer and its Affiliates by any third party alleging that the Cloud Service infringes or misappropriates any third party's intellectual property rights, including a patent claim, copyright, trademark or trade secret right. RELISH's obligations under this Section 7.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by or on behalf of RELISH, or (iii) use of the Cloud Service provided for no fee. In the event a claim is made or RELISH determines that the Cloud Service is likely to be infringing, RELISH shall (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. 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. If these options are not reasonably available, RELISH may terminate Customer's subscription to the affected Cloud Service upon written notice, and RELISH shall refund all pre-paid fees that remain unused by Customer after the effective date of termination within thirty (30) days.

7.2. Reserved.

7.3. Procedure. The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense (at the indemnifying party's expense) and may appear (at its own expense) through counsel of its own choosing. The party that is obligated to defend a claim will have the right to fully control the defense. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

7.4. Exclusive Remedy. The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third-party claims.

8. LIMITATION OF LIABILITY. RELISH (AND ITS AFFILIATES AND SUBCONTRACTORS) WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, AND/OR INDIRECT DAMAGES, LOSS OF GOOD WILL AND/OR BUSINESS PROFITS, WORK STOPPAGE AND/OR EXEMPLARY AND/OR PUNITIVE DAMAGES, EVEN IF THE PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, THE MAXIMUM AGGREGATE LIABILITY OF RELISH (AND ITS AFFILIATES AND 'SUBCONTRACTORS) TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE ANNUAL SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE APPLICABLE CLOUD SERVICE GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD. RELISH WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF ANY BETA OR NON-COMMERCIAL CLOUD SERVICE PROVIDED FOR NO FEE. THE AGREEMENT ALLOCATES THE RISKS BETWEEN RELISH AND CUSTOMER, AND THE PARTIES HEREBY AGREE THAT THE FEES FOR THE CLOUD SERVICE AND CONSULTING SERVICES

REFLECT THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY. 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.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. RELISH Ownership. RELISH, and its Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any and all derivative works of the foregoing. The Agreement does not constitute a sale and does not convey to Customer any rights of ownership in, or related to, any RELISH intellectual property. All rights not expressly granted to Customer hereunder are reserved to RELISH and its Affiliates and licensors.

9.2. Customer Ownership. Customer retains all rights in and related to the Customer Data. RELISH may use Customer-provided trademarks solely to provide and support the Cloud Service.

9.3. Non-Assertion of Rights. Customer covenants, on behalf of itself and its successors and assigns, not to assert against RELISH, its Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

10. CONFIDENTIALITY

10.1. Definition of Confidential Information. "Confidential Information" means (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information; (b) with respect to RELISH: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 4.2, and (ii) information regarding RELISH research and development, product offerings, pricing (excluding GSA Schedule Pricing) and availability; and (c) with respect to either party, information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

10.2. Use of Confidential Information. The receiving party will protect all Confidential Information of the disclosing party disclosed before or after the Effective Date as strictly confidential with the same standard of care it uses to protect its own Confidential Information, and not less than a reasonable standard of care. The receiving party will not disclose any Confidential Information of the disclosing party to any person other than its Affiliates, personnel, representatives, subcontractors, or Authorized Users whose access is necessary to enable it to exercise its rights or to perform its obligations under the Agreement and who are bound by written obligations of confidentiality substantially similar to those contained in this Section 11. Customer will not disclose the Cloud Service or Consulting Services pricing to any third party. In the event that either party is required by law, regulation, legal process or court order to disclose any Confidential Information of the other, the party required to make such disclosure shall promptly notify the other in writing prior to making such disclosure in order to provide the other party with the opportunity to seek a protective order or other appropriate remedy from the proper authority. Both parties agree to cooperate with each other in seeking such court order or other remedy, and further agree that if a court order or other remedy is not successfully obtained, the receiving party will furnish only that portion of the disclosing party's Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded to the Confidential Information.

10.3. Exceptions. The restrictions on use or disclosure of Confidential Information will not apply to any information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by competent written records; (b) is made generally available to the public without breach of the Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions; or (d) the disclosing party agrees in writing is free of confidentiality restrictions. RELISH 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.

10.4. Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other party.

11. MISCELLANEOUS

11.1. No Legal Advice. Customer acknowledges and agrees that RELISH is not in the business of providing legal advice and that no content available within the Cloud Service, or any information or advice provided as part of Consulting Services, should be misconstrued as legal advice.

11.2. Severability. If any provision of the Agreement is held to be unenforceable by final order of any court of competent jurisdiction, that provision shall be severed from the Agreement and shall not affect the interpretation or enforceability of the remaining provisions of the Agreement.

11.3. No Waiver. No addition to or modification of the Agreement shall be binding upon either party, nor shall the parties be deemed to have waived any provision of the Agreement by any action or inaction, unless the addition, subtraction and/or waiver is evidenced by a written document signed by duly authorized representatives of both Customer and RELISH.

11.4. Electronic Signature. Electronic signatures that comply with applicable law are deemed original signatures.

11.5. Trade Compliance. RELISH and Customer shall comply with Export Laws in connection with their respective performances under the Agreement. RELISH Confidential Information is subject to Export Laws. Customer, its Affiliates, and Authorized Users shall not directly or indirectly export, re-export, release, or transfer Confidential Information in violation of Export Laws. Customer is solely responsible for compliance with Export Laws related to Customer Data, including, without limitation, obtaining any required export authorizations for Customer Data. Customer shall not use the Cloud Service from Crimea/Sevastopol, Cuba, Iran, the People's Republic of Korea (North Korea), Syria, or any other country against which the United States now or in the future maintains economic sanctions or embargoes. Upon RELISH's request, Customer shall provide information and documents to support obtaining an export authorization. Upon written notice to Customer, RELISH may immediately terminate Customer's subscription to the applicable Cloud Service if (i) the competent authority does not grant such export authorization within eighteen (18) months or (ii) Export Laws prohibit RELISH from providing the Cloud Service to Customer.

11.6. Notices. All notices will be in writing and given when delivered to Customer via email to the email address set forth in an Order Form and to RELISH via email to ryan@relishiq.com, with a copy to legal@relishiq.com. Notices by RELISH relating to the operation or support of the Cloud Service may be in the form of an electronic notice (such as email) to Customer's authorized representative or administrator identified in the Order Form.

11.7. Assignment. Without RELISH's prior written consent, Customer may not assign or transfer the Agreement or any of its rights or obligations thereunder to any party without the prior written consent of RELISH.

11.8. Subcontracting. RELISH, may subcontract parts of the Cloud Service or Consulting Services to third parties, provided that, RELISH shall be responsible for the acts and omissions of its subcontractors.

11.9. Relationship of the Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

11.10. Publicity. Customer agrees that RELISH may include Customer's name, or trademarks in marketing materials, customer lists, or other public communications to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

11.11. Force Majeure. In accordance with GSAR Clause 552.212-4(f), RELISH shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to an event of any event outside the reasonable control of a party affecting its ability to perform any of its obligations under the Agreement, including, without limitation, Act of God, fire, flood, lightning, war, revolution, act of terrorism, strikes, lockouts or other industrial action (each, a "Force Majeure Event"). In the event of any such delay resulting from a Force Majeure Event, the time of delivery or performance shall be extended for a period of time equal to the time lost by reason of such delay (unless otherwise specified in writing between the parties hereto).

11.12. Governing Law. The Agreement and any claims relating to its subject matter will be governed by and construed under the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. A party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within six(6) years from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

11.13. Equitable Relief. Nothing herein will restrict a party from seeking equitable relief from a court of competent jurisdiction in circumstances where any act or omission of the other party could result in irreparable harm for which the first party could not be compensated in damages and for which specific performance, an injunction or other equitable relief would be an appropriate remedy.

11.14. Insurance. RELISH will maintain the levels of insurance set forth in Exhibit D attached hereto. Upon Customer's reasonable written request, RELISH will provide Customer with a certificate of insurance evidencing coverage.

11.15. Entire Agreement. The Agreement constitutes the entire agreement between RELISH and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are superseded by the Agreement, and the parties disclaim any reliance on other terms. Except as otherwise expressly permitted herein, the Agreement may only be modified pursuant to a written amendment signed by both parties. The Agreement will prevail over the terms and conditions contained in any Customer-issued purchase order, which will have no force and effect upon the Agreement, even if RELISH accepts or does not otherwise reject the purchase order.

CUSTOMER	RELISHIQ, INC.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A - SUPPORT SERVICES

I. First Level Support

Questions relating to the Customer-specific use of the Cloud Service are outside the scope of Support Services provided by RELISH and must be addressed and managed by Customer internally.

II. Second Level Support

RELISH shall provide Support Services to Customer to address Service Level Agreement failures and failures of the Cloud Service to perform in accordance with the applicable Documentation in any material respect. Only Customer's named administrators set forth in an Order Form may raise support tickets.

III. Third Level Support

RELISH shall provide Support Services to Customer to address Cloud Service technology-related questions, including all application functionality, administration, and user configuration questions regarding:

- The use of the Cloud Service configuration tool
- Initial setup and configuration of the Cloud Service
- Changing/Resetting user password and username
- Using reports

Only Customer's named administrators set forth in an Order Form may raise support tickets.

EXHIBIT B - SERVICE LEVEL AGREEMENT

I. Definitions

“Emergency Maintenance Window” refers to those periods of time when RELISH may make the Cloud Service unavailable so that RELISH can repair problems of Severity Level “1.” Emergency Maintenance Windows will be performed when necessary, but RELISH shall use commercially reasonable efforts to perform such maintenance between 11:00 PM – 2:00 AM U.S. Pacific (Daylight Savings observed), and in the event that RELISH needs to perform Emergency Maintenance outside of such window, RELISH will provide advance notice to the extent reasonable and feasible under the circumstances.

“Extended Maintenance Window” refers to those periods of time when RELISH may make the Cloud Service unavailable in order to repair problems of any severity level, perform infrastructure updates (testing, reconfiguration, replacement, expansion, etc.), or deploy an Upgrade. RELISH shall provide Customer with notice of any Extended Maintenance Windows at least five (5) business days in advance. Extended Maintenance Windows will be limited to no more than twelve (12) occurrences per calendar year. Extended Maintenance Windows will occur from 11:00 PM Friday – 7:00 PM Sunday U.S. Pacific (Daylight Savings observed).

“Key Performance Indicator” or **“KPI”** means the percentage of time RELISH agrees to be in compliance with each measurement factor in accordance with the Service Level Matrix in Section II.

“Maintenance Window” refers to any or all Emergency Maintenance Windows, Extended Maintenance Windows and Weekly Maintenance Windows taken collectively.

“Weekly Maintenance Window” refers to those periods of time when RELISH makes the Cloud Service unavailable in order to repair problems of any severity level. Weekly Maintenance Windows will occur each week from 11:00 PM Friday – 2:00 AM Saturday U.S. Pacific (Daylight Savings observed).

“Uncertified Web Browser” means any web browser other than the latest and immediately preceding web browser version offered and mainstream supported by the following internet browser vendors: Apple Safari, Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox.

“Upgrade” means updated versions of the Cloud Service deployed as a general release.

“White List” means a list of email addresses that a mail server is configured to accept without filtering or blocking.

II. Service Level Matrix

Category	Component	Measurement Factor	KPI
Cloud Service	Online Availability	The Cloud Service shall be available twenty-four (24) hours a day, seven (7) days a week, excluding Maintenance Windows.	99%
Customer Support (5am to 5pm Monday-Friday) U.S. Pacific (Daylight Savings observed)	Email (or web form)	Email to the RELISH help desk will be returned in less than two (2) hours during RELISH’s normal business hours. Email to the RELISH help desk received outside of RELISH’s normal business hours will be returned in less than two (2) hours during the following business day.	95%

Problem Resolution	Severity Level 1	Cases with severity level “1” will be addressed with continuous efforts beginning within one (1) hour of the RELISH help desk logging the Customer’s call. Upon resolution, a solution or workaround will be deployed during the next open Maintenance Window after the RELISH quality assurance team has reasonably tested and approved the patch for public release.	100%
	Severity Level 2	Cases with severity level “2” will be addressed beginning within one (1) business day of the RELISH help desk logging the Customer’s call. Upon development of a resolution, a solution or workaround will be deployed in the next Weekly Maintenance Window or scheduled Extended Maintenance Window after the RELISH quality assurance team has reasonably tested and approved the patch for public release.	100%
	Severity Level 3	Cases with severity level “3” will be addressed in accordance with the RELISH enhancement request process, which can be initiated through the RELISH help desk.	100%

III. Severity Level Matrix

Severity Level	Description
1 (Critical)	Cloud Service crash during typical usage (no extraordinary circumstances) or a functionality cannot be accessed and there is no work-around. Cloud Service and/or third party security patches are needed to prevent a material risk of unauthorized access to the Cloud Service or data, as reasonably determined by RELISH.
2 (High)	Incorrect results, or functionality flaws, system crash caused from non-typical use of the Cloud Service and a work-around exists.
3 (Medium)	Requests that improve the overall intuitiveness of the Cloud Service, such as renaming buttons, adding additional data or instructions, improving grammar, spelling, and ensuring consistency across all screens.

RELISH is not responsible for any outages caused by third party systems that interact with the RELISH Cloud Service.

IV. Service Level Credits

In order to receive any service level credit, Customer must notify RELISH at ap@relishiq.com and provide RELISH with the necessary Customer resources and assistance as requested by RELISH to validate, replicate and investigate the issue.

Remedy calculation: 2% of the amount of Cloud Service subscription fees invoiced by RELISH to Customer during the applicable monthly period for each full 1% RELISH fails to achieve the KPIs noted in Section II Service Level Matrix (not to exceed 50% of the monthly Cloud Service subscription fee).

No liability shall be granted, and none shall be due, to the extent RELISH failure to meet a KPI is the result of (i) a Force Majeure Event, (ii) Customer’s use of an Uncertified Web Browser or (iii) Internet and/or communication system failures not maintained or hosted by RELISH. Customer acknowledges that RELISH will regularly issue communications regarding the Cloud Service via emails that originate from the Cloud Service’s domain. Customer agrees to include emails from such domain on any White List that it maintains, and to otherwise take any actions necessary to ensure that such emails are not filtered or blocked from receipt. To the extent that Customer does not comply with the obligations of this paragraph, RELISH will have no liability for any failure of Customer to receive RELISH communications related to the Cloud Service.

EXHIBIT C - RELISH DATA PROCESSING AGREEMENT FOR CLOUD SERVICE

If the Customer is 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 that is inconsistent with the Federal law of the United States.

1. DEFINITIONS

- 1.1. **“Controller”** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to RELISH be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
- 1.2. **“Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.3. **“Data Subject”** means an identified or identifiable natural person as defined by Data Protection Law.
- 1.4. **“DPA”** means this RELISH Data Processing Agreement for Cloud Service.
- 1.5. **“EEA”** means the European Economic Area, namely the European Union Member States, along with Iceland, Liechtenstein and Norway.
- 1.6. **“GDPR”** means the General Data Protection Regulation 2016/679.
- 1.7. **“Relish Website”** means information available on the RELISH support portal (see: www.relishiq.com)
- 1.8. **“New SCC Relevant Transfer”** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or other applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.
- 1.9. **“New Standard Contractual Clauses”** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof, which shall automatically apply. To avoid doubt, Modules 2 and 3 shall apply as set out in Section 8.
- 1.10. **“Personal Data”** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only Personal Data which is:
 - a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or
 - b) supplied to or accessed by RELISH or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 1.11. **“Personal Data Breach”** means a confirmed:
 - a) unauthorized or unlawful destruction, loss, alteration, use or disclosure of Personal Data; or
 - b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 1.12. **“Processor”** means a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as Subprocessor of a processor which processes personal data on behalf of the controller.
- 1.13. **“Schedule”** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.
- 1.14. **“Standard Contractual Clauses (2010)”** means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.
- 1.15. **“Subprocessor”** or **“subprocessor”** means RELISH Affiliates and third parties engaged by RELISH, or RELISH’s Affiliates in connection with the Cloud Service who process Personal Data in accordance with this DPA.
- 1.16. **“Technical and Organizational Measures”** means the technical and organizational measures for the relevant Cloud Service included in Schedule II of this DPA.

- 1.17. “**Third Country**” means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

- 2.1.1. This DPA is incorporated into the Agreement and forms part of a written (including in electronic form) contract between RELISH and Customer.
- 2.1.2. This DPA only applies to Personal Data processed by RELISH and its Subprocessors in connection with its provision of the Cloud Service.
- 2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by RELISH. Customer shall not store Personal Data in such environments. Customer shall be solely responsible for any and all liabilities that arise due to its breach of this Section 2.1.3, and Customer’s obligations under Section 8.2 of the GTC shall apply with respect to any such breach by Customer.

2.2. Structure

Schedules I and II are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule I) and the applicable Technical and Organizational Measures (Schedule II).

2.3. Governance

- 2.3.1. RELISH acts as a Processor and Customer and those entities that Customer permits to use the Cloud Service act as Controllers under this DPA.
- 2.3.2. Customer acts as a single point of contact and shall obtain all relevant authorizations, consents, and permissions required for the processing of Personal Data in accordance with this DPA, including, where applicable, approval by Controllers to use RELISH as a Processor. Customer hereby agrees that authorizations, consents, instructions or permissions that are provided to RELISH by Customer are also provided by Customer on behalf of any other Controller using the Cloud Service. Customer further agrees that where RELISH informs or gives notice to Customer, such information or notice is also deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall be solely responsible for forwarding or failing to forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

RELISH has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form, the measures are appropriate taking into account the fees due by Customer under the Order Form(s), and the nature, scope, context and purposes of the processing of Personal Data.

3.2. Changes

- 3.2.1. RELISH applies the Technical and Organizational Measures to RELISH’s entire customer base hosted out of the same data center and receiving the Cloud Service. RELISH may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.
- 3.2.2. RELISH will publish updated versions of the Technical and Organizational Measures on Relish Website, and where available, Customer may subscribe to receive e-mail notification of such updated versions.

4. RELISH OBLIGATIONS

4.1. Instructions from Customer

RELISH will process Personal Data only to the extent required to perform its obligations under the Agreement or otherwise in accordance with documented instructions from Customer. RELISH will use commercially reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and aligned with RELISH’s then-current practices and policies, and do not require changes to the Cloud Service. If any of

the before-mentioned exceptions apply, or RELISH otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, RELISH will promptly notify Customer of its reasons for not complying with the applicable instruction (email permitted).

4.2. Processing on Legal Requirement

RELISH may also process Personal Data where required to do so by applicable law. In such a case, RELISH shall inform Customer of that legal requirement before processing unless that law prohibits such information from being provided by RELISH.

4.3. Personnel

To process Personal Data, RELISH and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. RELISH and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's written request, RELISH will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding RELISH's processing of Personal Data or any Personal Data Breach.

4.4.2. If RELISH receives a request from a Data Subject in relation to the Personal Data processing hereunder, RELISH will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to RELISH's processing of Personal Data under this DPA, the parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. RELISH may provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, RELISH will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

RELISH will notify Customer promptly after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer in meeting Customer's obligations to report a Personal Data Breach as required under Data Protection Law. RELISH may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by RELISH.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer or its Controllers are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's reasonable written request, RELISH will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports and certifications). Any additional assistance must be mutually agreed between the parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data in the Cloud Service at any time. Customer may export and retrieve its Personal Data as set forth in Section 4.3 of the GTC.

5.2. Deletion

At the end of the Subscription Term, RELISH shall delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period and in line with RELISH's automatic electronic archiving and back-up procedures and Data Protection Law, unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

RELISH will provide sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report upon Customer's reasonable written request, but no more than once in any 12-month period.

7. SUBPROCESSORS

RELISH is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

- a) RELISH on its behalf, shall engage Subprocessors under a written (including in electronic form) contract with terms that are as protective as those contained in this DPA in relation to the Subprocessor's processing of Personal Data. RELISH shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
- b) RELISH will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
- c) RELISH's list of Subprocessors in place on the effective date of the Agreement is published by RELISH on the Relish Website or RELISH will make it available to Customer upon reasonable written request, including the name, address and role of each Subprocessor RELISH uses to provide the Cloud Service.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

RELISH shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law, and solely to the extent required to provide the Cloud Service.

8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then RELISH and Customer hereby agree that:

- a) the Standard Contractual Clauses (2010) shall be incorporated herein by reference;
- b) Customer joins the Standard Contractual Clauses (2010) entered into by RELISH and the Subprocessor as an independent owner of rights and obligations; or
- c) Customer will enter into the Standard Contractual Clauses (2010) in the same manner as Customer in accordance with Section 8.2.1 a) and b) above on behalf of the other Controllers whose use of the Cloud Services has been authorized by Customer.

8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010), then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3. Applicability of New Standard Contractual Clauses

8.3.1. The following shall apply with effect from 27 September 2021 and shall solely apply in respect of New SCC Relevant Transfers:

8.3.1.1. Where RELISH is not located in a Third Country and acts as a data exporter, RELISH has entered into the New Standard Contractual Clauses with each Subprocessor as the data importer. Module 3 (Processor to Processor) of the New Standard Contractual Clauses shall apply to such New SCC Relevant Transfers.

8.3.1.2. Where RELISH is located in a Third Country:

RELISH and Customer hereby enter into the New Standard Contractual Clauses with Customer as the data exporter and RELISH as the data importer which shall apply as follows:

- a) Module 2 (Controller to Processor) shall apply where Customer is a Controller; and
- b) Module 3 (Processor to Processor) shall apply where Customer is a Processor. Where Customer acts as Processor under Module 3 (Processor to Processor) of the New Standard Contractual Clauses, RELISH acknowledges that Customer acts as Processor under the instructions of its Controller(s).

8.3.2. Other Controllers or Processors whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into the New Standard Contractual Clauses with RELISH in the same manner as Customer in accordance with Section 8.3.1.2 above. In such case, Customer enters into the New Standard Contractual Clauses on behalf of the other Controllers or Processors.

8.3.3. With respect to a New SCC Relevant Transfer, on request from a Data Subject to the Customer, Customer may make a copy of Module 2 or 3 of the New Standard Contractual Clauses entered into between Customer and RELISH (including the relevant Schedules), available to Data Subjects.

8.3.4. The governing law of the New Standard Contractual Clauses shall be the law of Germany.

8.4. Relation of the Standard Contractual Clauses to the Agreement

Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses (2010) or the New Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and Subprocessor rules, such specifications also apply in relation to the Standard Contractual Clauses (2010) and the New Standard Contractual Clauses.

8.5. Third Party Beneficiary Right under the New Standard Contractual Clauses

8.5.1. Where Customer is located in a Third Country and acting as a data importer under Module 2 or Module 3 of the New Standard Contractual Clauses and RELISH is acting as Customer's sub-processor under the applicable Module, the respective data exporter shall have the following third-party beneficiary right:

8.5.2. In the event that Customer has factually disappeared, ceased to exist in law or has become insolvent (in all cases without a successor entity that has assumed the legal obligations of the Customer by contract or by operation of law), the respective data exporter shall have the right to terminate the affected Cloud Service solely to the extent that the data exporter's Personal Data is processed. In such event, the respective data exporter also instructs RELISH to erase or return the Personal Data.

9. DOCUMENTATION; RECORDS OF PROCESSING

Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

SCHEDULE 1 DESCRIPTION OF THE PROCESSING

This Schedule 1 applies to describe the processing of Personal Data for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

1. LIST OF PARTIES

1.1. Under the Standard Contractual Clauses (2010)

1.1.1. Data Exporter

The data exporter under the Standard Contractual Clauses (2010) is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

1.1.2. Data Importer

RELISH and its Subprocessors that provide and support the Cloud Service are data importers under the Standard Contractual Clauses (2010).

1.2. Under the New Standard Contractual Clauses

1.2.1. Module 2: Transfer Controller to Processor

Where RELISH is located in a Third Country, Customer is the Controller and RELISH is the Processor, then Customer is the data exporter and RELISH is the data importer.

1.2.2. Module 3: Transfer Processor to Processor

Where RELISH is located in a Third Country, Customer is a Processor and RELISH is a Processor, then Customer is the data exporter and RELISH is the data importer.

2. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:

Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service and may include bank account data, credit or debit card data.

2.3. Special Data Categories (if agreed)

2.3.1. The transferred Personal Data may comprise categories of Personal Data that is considered sensitive under Data Protection Law (“Sensitive Data”). RELISH has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security that is designed to protect Sensitive Data.

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

- a) training of personnel;
- b) encryption of data in transit and at rest; and/or

- c) system access logging and general data access logging.
- 2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.
- 2.4. Purposes of the data transfer and further processing; Nature of the processing
 - 2.4.1. The transferred Personal Data is subject to the following basic processing activities:
 - a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
 - b) continuous improvement of service features and functionalities provided as part of the Cloud Service including, without limitation, automation, transaction processing and machine learning;
 - c) provision of embedded Consulting Services;
 - d) communication to Authorized Users;
 - e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
 - f) release, development and upload of any fixes or upgrades to the Cloud Service;
 - g) back up and restoration of Personal Data stored in the Cloud Service;
 - h) computer processing of Personal Data, including, without limitation, data transmission, data retrieval, data access;
 - i) network access to allow Personal Data transfer;
 - j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
 - k) security monitoring, network-based intrusion detection support, penetration testing; and
 - l) execution of instructions of Customer in accordance with the Agreement.
 - 2.4.2. The purpose of the transfer is to provide and support the Cloud Service. RELISH and its Subprocessors may support the Cloud Service data centers remotely. RELISH and its Subprocessors provide support when Customer submits a support ticket as further set out in the Agreement.
- 2.5. Additional description in respect of the New Standard Contractual Clauses:
 - 2.5.1. Applicable Modules of the New Standard Contractual Clauses
 - a) Module 2: Transfer Controller to Processor
 - b) Module 3: Transfer Processor to Processor
 - 2.5.2. For transfers to sub-processors, also specify subject matter, nature and duration of the processing

In respect of the New Standard Contractual Clauses, transfers to Subprocessors shall be on the same basis as set out in the DPA.
 - 2.5.3. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Transfers shall be made on a continuous basis.
 - 2.5.4. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period.

Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.
- 3. COMPETENT SUPERVISORY AUTHORITY**
 - 3.1. In respect of the New Standard Contractual Clauses:
 - 3.1.1. Module 2: Transfer Controller to Processor
 - 3.1.2. Module 3: Transfer Processor to Processor
 - 3.2. Where Customer is the data exporter, the supervisory authority shall be the competent supervisory authority that has supervision over the Customer in accordance with Clause 13 of the New Standard Contractual Clauses.

SCHEDULE 2 TECHNICAL AND ORGANIZATIONAL MEASURES (TOMS)
FOR RELISH CLOUD SERVICE

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of the Standard Contractual Clauses (2010), New Standard Contractual Clauses and applicable Data Protection Law.

To the extent that the provisioning of the Cloud Service comprises New SCC Relevant Transfers, the Technical and Organizational Measures set out in Schedule 2 describe the measures and safeguards which have been taken to fully take into consideration the nature of the Personal Data and the risks involved. If local laws may affect the compliance with the clauses, this may trigger the application of additional safeguards applied during transmission and to the processing of the Personal Data in the country of destination (if applicable: encryption of data in transit, encryption of data at rest, anonymization, and pseudonymization).

The following sections define RELISH's current technical and organizational measures and are incorporated into Schedule 2 of the DPA. RELISH may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1. PHYSICAL ACCESS CONTROL

Measures are implemented that are designed to prevent unauthorized persons from gaining physical access to premises, buildings or rooms where data processing systems that process or use Personal Data are located.

1.1. Measures

1.1.1. RELISH and its subprocessors protect its assets and facilities using the appropriate means based on RELISH's then-current security policy and physical security standards.

1.1.2. In general, buildings are secured through access control systems (e.g., badge readers, PIN code or traditional keys).

1.1.3. Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.

1.1.4. Access rights are granted to authorized persons on an individual basis according to the system and access control measures described in Section 2 below. This also applies to visitor access. Guests and visitors to RELISH buildings must register their names at reception and must be accompanied by authorized RELISH personnel.

1.1.5. RELISH employees and external personnel must wear their ID cards at all RELISH locations.

1.2. Additional measures for data centers

1.2.1. All data centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures that are designed to prevent equipment and data center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the data center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergoes maintenance on a regular basis.

1.2.2. RELISH and all third-party data center providers log the names and times of authorized personnel entering RELISH's private areas and entering the third-party data centers.

2. SYSTEM ACCESS CONTROL

RELISH implements the following measures that are designed to prevent unauthorized use of data processing systems that are used to provide the Cloud Service:

2.1. Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to RELISH's security policy

2.2. All personnel must access RELISH's systems with a unique identifier (user ID).

2.3. RELISH has procedures in place so that requested authorization changes are implemented only in accordance with

RELISH's security policy (for example, no rights are granted without authorization). When RELISH's personnel have their employment terminated for any reason, their access rights are revoked.

- 2.4. RELISH has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are uniquely assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months and requires the replacement of complex passwords. Each computer has a password-protected screensaver.
- 2.5. The RELISH network is protected from the public network by firewalls.
- 2.6. RELISH uses up-to-date antivirus software at access points to the RELISH network (for e-mail accounts), as well as on all file servers and all workstations.
- 2.7. Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to RELISH's corporate network and critical infrastructure is protected by strong authentication.

3. DATA ACCESS CONTROL

Persons authorized to use RELISH's data processing systems gain access only to the Personal Data that they have a right to access. RELISH takes the following measures:

- 3.1. Access to Personal Data is only granted on a need-to-know basis. RELISH personnel have access to the information that they require in order to fulfill their duty. RELISH uses authorization concepts that document grant processes and assigned roles per account (user ID).
- 3.2. All production servers are operated in data centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly monitored. To this end, RELISH conducts internal and external security checks and penetration tests on its IT systems.

4. DATA TRANSMISSION CONTROL

Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data may not be read, copied, modified, or removed without authorization while in transit. Where data carriers are physically transported, RELISH implements measures that are designed to prevent unauthorized access to Personal Data (specifically, encryption). RELISH takes the following measures:

- 4.1. Customer assumes responsibility for any data transfer once the data is outside of RELISH-controlled systems (e.g. data being transmitted by Customer outside the firewall of the Subprocessor data center utilized by RELISH).

5. DATA INPUT CONTROL

RELISH takes the following measures:

- 5.1 RELISH only permits authorized RELISH personnel and Subprocessors to access Personal Data as required in the course of their duty.
- 5.2 RELISH has implemented a logging system for input, modification, and deletion, or blocking of Personal Data by RELISH or its Subprocessors within the Cloud Service.

6. AVAILABILITY CONTROL

RELISH implements measures that are designed to ensure that Personal Data will be protected against accidental or unauthorized destruction or loss. RELISH employs regular backup processes to provide restoration of business-critical systems as and when necessary. RELISH takes the following measures:

- 6.1. RELISH uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the data centers.
- 6.2. RELISH has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- 6.3. Emergency processes and systems are regularly tested.

7. DATA SEPARATION CONTROL

RELISH takes the following measures:

- 7.1. RELISH uses the technical capabilities of the deployed software (for example: multi-tenancy, or partition keys) to achieve data separation among Personal Data originating from multiple customers.
- 7.2. Customer (including its Controllers) has access only to its own data.
- 7.3. If Personal Data is required to handle a support incident from Customer, the data is assigned to that particular message and used only to process that message; it is not accessed to process any other messages. This data is stored in dedicated support systems.

8. DATA INTEGRITY CONTROL

RELISH implements measures that are designed to ensure that Personal Data will remain intact, complete and current during processing activities. RELISH takes the following measures:

- 8.1. RELISH has implemented a multi-layered defense strategy as a protection against unauthorized modifications.
- 8.2. In particular, RELISH uses the following to implement the control and measure sections described above:
 - 8.2.1. Firewalls and Security Monitoring Center;
 - 8.2.2. Antivirus software;
 - 8.2.3. Backup and recovery;
 - 8.2.4. External and internal penetration testing; and
 - 8.2.5. Regular external audits to evaluate security measures and identify potential deficiencies

EXHIBIT D - INSURANCE

During the Subscription Term, RELISH shall procure and maintain, at its sole cost and expense, insurance coverage in the following types and amounts:

- a. Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including products and completed operations;
- b. Automobile Liability for hired and non-hired autos only with a combined single limit of \$1,000,000 each accident;
- c. Umbrella Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate;
- d. Technology Errors & Omissions Cyber Liability – Data Breach Insurance with limits no less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate; and
- e. Worker's Compensation and employers' liability insurance with limits no less than the minimum amount required by applicable law.