Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order   OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

This Master Subscription Agreement (the "Agreement") is by and between Drawloop Technologies, Inc., with business offices located at 1 Post, Suite 175, Irvine, California 92618 ("Drawloop"), and the Government Customer, as defined in the Carahsoft Technology Corporation's Rider to Manufacturer Commercial Supplier Agreements (the "Subscriber"). Any reference to Drawloop shall also include Drawloop's Affiliates, as defined below. Each of Drawloop and Subscriber is a "Party" and together they are the "Parties".

WHEREAS, Drawloop has developed and maintains an integrated suite of Internet based services allowing subscribers to dynamically create documents and packages, and automate the document creation process (the "Services"). These Services are provided by Drawloop under the trade names "Drawloop Document Generation", "LOOP Platform®", and "Drawloop API" and are described in greater detail on Drawloop's web site, www.Drawloop.com (the "Site"). Drawloop Document Generation is a document merge and automation service for use by Salesforce.com ("SFDC") customers through the SFDC AppExchange. Drawloop Document Generation allows a Subscriber to build and deploy "Document Packages" to any SFDC user. Data from SFDC is dynamically merged into any combination of Word, Excel, PowerPoint, and PDF files. The resulting file is typically a combined PDF document and/or the original merged documents. Drawloop API is Drawloop's proprietary application programming interface, which enables Subscribers to deploy Drawloop Services.

WHEREAS, Subscriber wishes to utilize the Services provided through the Site in connection with Subscriber's organization, and Drawloop has agreed to provide such Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. <u>License Grant</u>.

    a) <u>License to Use Service.</u> Drawloop hereby grants to Subscriber a nonexclusive, nontransferable, worldwide license during the Term (the "License") to access and use the Services in accordance with this Agreement. All rights not expressly granted to Subscriber under the License are reserved by Drawloop. The License granted to Subscriber pursuant to this Agreement will permit use of the Services by the number of Subscriber employees or agents ("End-users") specified in the executed sales quotation or order ("Order Form"). Subscriber may increase the number of End-users during the Initial or Subsequent Terms (as defined in Section 9a) of this Agreement for an additional prorated fee at the fee set forth in the Order Form. Any Subscriber "Affiliate" may also be added by Subscriber as a registered End-user under this Agreement. An "Affiliate", with respect to either Party, shall mean any entity, including and without limitation, any individual, corporation, company, partnership, limited liability company, or group, that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Party. SUBSCRIBER SHALL BE RESPONSIBLE FOR THE FAILURE OF ANY SUBSCRIBER AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.

    b) <u>Designated End-users</u>. Each End-user will be designated as an End-user within Drawloop Document Generation or through SFDC. The License to use the Services by each End-user may not be shared or used by more than one individual, but may be re-issued from time to time to new End-users upon prior notification to and acceptance by Drawloop. Any SFDC community licenses that are issued by Drawloop may not be used by Subscriber's employees or personnel. Subscriber understands that the aforementioned restrictions are contractual in nature and that Drawloop reserves the right to review Subscriber's actual license usage at any time throughout the Term to ensure compliance with the permitted license type and to adjust invoices as needed. Any unauthorized access to Services, or other abuse or impermissible activity on Drawloop's Site or in

connection with Drawloop's Services, may result in immediate suspension or termination of End-user accounts pursuant to Section 9 of this Agreement. Subscriber will promptly notify Drawloop of any unauthorized use of the Services in breach of this Agreement, any unauthorized use of accounts, or any other known or suspected breach of security.

c) <u>Limitations on Use</u>. The Services are for use only by Subscriber and its assigned End-users. Except as permitted by this Agreement, the Services may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works. Subscribers may not use any network monitoring or discovery software to determine the Site's or Service's architecture, or extract information about usage or individual identities of users. Subscriber may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site or Services. Subscriber may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any non-End-user third party the Services in any way; (ii) modify or make derivative works based upon the Site or Services; (iii) create Internet "links" to the Site or Services or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (iv) develop applications for internal use or install additional applications that are designed to run on or be used in conjunction with the Services. Subscriber may use the Site and Services only for its internal business purposes and shall not: use the Services in association with sending spam or otherwise duplicative or unsolicited messages; use the Services in association with infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or material in violation of third party privacy rights; use or introduce material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of the Site or Services; or attempt to gain unauthorized access to the Site, Services, or its related systems or networks.

2. <u>Service Details</u>.

a) <u>Drawloop Document Generation</u>. Drawloop offers a service that allows integration of Subscriber's documents using Drawloop Document Generation in a manner that will allow Subscriber's sales, legal and other organizations to complete, generate, send and maintain Subscriber's documents on the SFDC platform. The scope of integration shall be agreed upon by the Parties and any fees thereof shall be outlined in the Order Form. Subscriber shall make commercially reasonable efforts to cooperate with Drawloop on all technical aspects regarding integration of Subscriber's documents into Drawloop Document Generation. Subscriber acknowledges that SFDC is a third-party service provider and Drawloop makes no promises, representations, or warranties about the functioning, operability, or access to the SFDC service. Drawloop will use good faith efforts to notify Subscribers, at the earliest possible opportunity, of any material changes implemented by SFDC that materially impacts Subscriber's access to and use of Drawloop Document Generation. Subscribers are encouraged to regularly check with their third-party service providers to keep current on changes and updates to those third-party services that they use. Drawloop's integration services and its Drawloop Document Generation for SFDC are limited by any third-party usage limits, API request limits, factors that limit data availability and access, and other limits and rules which may be found at: http://www.salesforce.com/us/developer/docs/api/Content/implementation_considerations.htm. Any Apex limits may be found at https://www.salesforce.com/us/developer/docs/apexcode/Content/apex_gov_limits.htm. The Parties shall begin the integration process immediately or at such time as is mutually agreed to by the Parties.

b) <u>LOOP Storage Services on Amazon S3</u>. Drawloop offers a managed user interface package on the SFDC platform for high volume storage needs of Subscribers called "LOOP Storage Services". Drawloop charges additional fees for use of LOOP Storage and Subscriber must obtain prior approval from Drawloop for use of LOOP Storage Services. Subscribers wishing to utilize the LOOP Storage Services user interface must maintain a current Amazon S3 account and all fees for storage must be paid directly by Subscriber to Amazon. For emphasis, Drawloop does not resell Amazon S3 products and LOOP Storage Services does not perform any of the document merge, package, and document creation, which is only available through Drawloop Document Generation. LOOP Storage Services is only a storage user interface for Amazon S3 within the SFDC platform.

Storage requests must pass through Drawloop Services but Drawloop does not, at any time, save or store any of Subscriber's Customer Data (as defined in Section 8) and has no access rights to such Customer Data. For the avoidance of doubt, Section 11 (Disclaimer of Warranties) and Section 12 (Limitation of Liability) apply in full. Subscriber acknowledges that Amazon is a third-party service provider and Drawloop makes no promises, representations, or warranties about the functioning, operability, or access to the Amazon S3 service. Any usage limits, rules, and restrictions for Subscribers use may be found in Subscriber's direct license with Amazon.

c) <u>Drawloop API</u>. Drawloop API is an application programming interface, which can be integrated into a third-party service or through Subscriber's own database or application. Drawloop's Services may be deployed directly through the application programming interface and all the document management for Drawloop API is managed on SFDC. Use of the Drawloop API is subject to the API terms and conditions set forth in Exhibit C.

d) <u>Support Services</u>. During the term of this Agreement, Drawloop shall provide maintenance and support services for the Services as set forth in the Nintex Subscription Support Policy set forth in Exhibit D ("Support Policy"). Subscriber shall receive "Enterprise Support" reference in Annex B of the Support Policy.

3.   <u>Fees and Payment</u>.

a) <u>Subscription Fees</u>. The fees for use of Drawloop's Services (the "Subscription Fees") are described in detail in the Order Form and are calculated, as specified, based on either the number of End-users or volume of usage. Subscription Fees based on volume of usage include the following: (i) automated Document Package requests, of which there are three types (Document Packages run via Apex, Document Packages run via Workflow, and Document Packages run for multiple records); or (ii) direct Drawloop API calls (programmatically using the Drawloop API outside of SFDC).

b) <u>Additional End-users / Increase in Usage</u>. Subscriber may increase Service usage or add End-user licenses at any time during the Initial or Subsequent Terms. Subscriber will be charged in full, according to the pricing set forth in the Order Form, for any portion of a calendar month during which usage of Services has been increased or End-user licenses have been added. Additional usage increases or End-user license will be coterminous with the other usage or End-user licenses of the same SFDC services type in the then-current Initial or Subsequent Terms. Although Subscriber may decrease usage or End-user licenses at any time, there will be no refunds issued to Subscriber, regardless of Subscriber's, nonpayment, nonuse, or other conduct or inaction, and all Subscription Fees will continue to be due through the end of the Initial or Subsequent Terms.

c) <u>Payment of Subscription Fees</u>. Subscription Fees shall be invoiced annually in advance of each Term and refunds are not provided for any Services in any then-current Initial or Subsequent Term, regardless of early termination for convenience by Subscriber. Invoices for additional End-user licenses shall be issued on either a monthly or quarterly basis. The first payment shall be invoiced on the Initial Term. All invoices shall be due within thirty (30) days of the Initial Term unless otherwise specified in the Order Form.

d) <u>Increases in Subscription Fees</u>. End-user Subscription Fees contained in the Order Form will be fixed for a period of twelve (12) months following the Initial Term, and thereafter may be increased by Drawloop not more than once per year, and upon providing Subscriber with thirty (30) days prior written notice of the increase. Any increases in Subscription Fees after the initial twelve (12) months shall not exceed the greater of any actual increases in costs to Drawloop for the continued delivery of its Services that are beyond its reasonable control or 5% of the total Subscription Fees paid in the previous twelve (12) months. All pricing terms are confidential, and Subscriber agrees not to disclose them to any third party unless required by law or court order.

e) <u>Taxes and Duties</u>. Drawloop's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state), local, or other taxes based solely on Drawloop's income.

f) <u>Payment and Billing Information</u>. Subscriber agrees to provide Drawloop with complete and accurate billing and contact information at all times. This information includes Subscriber's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. All fees are payable in U.S. dollars. Drawloop reserves the right to determine acceptable methods of payment for the use of its Services. If Subscriber believes any bill is incorrect, Subscriber must contact Drawloop in writing in accordance with Section 15(j) within 90 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Subscriber will pay the undisputed portion of the invoice, and Subscriber and Drawloop will cooperate to promptly resolve the invoice dispute.

4. <u>Service Level Performance Criteria</u>.

a) <u>Service Uptime and Maintenance</u>. Drawloop shall provide to Subscriber 99.7% system Uptime per month (scheduled maintenance or upgrades on the system will not count against uptime). "Uptime" is defined as time when the Services may be accessed and used by End-users. The determination of Service Uptime will be calculated using a historical monthly percentage. Drawloop shall provide Subscriber with at least forty-eight (48) hours' notice of any scheduled maintenance on the Service and Drawloop will use commercially reasonable efforts to conduct maintenance during non-Business Hours only (as defined below). This notice period shall not apply in the event Subscriber wants an immediate change to the service to accommodate any internal, sales and/or compliance changes. Should the Service not be accessible at least 99.7% of the month by most users in the aggregate, Drawloop will credit to Subscriber the percentage difference in uptime of the monthly amount due, to be applied by Subscriber towards future Subscription Fees in the immediately following renewal Term. If the Service is unusable for more than 8 hours during any given business day (8am PST – 5pm PST), Drawloop will credit to Subscriber any Subscription Fees at the prorated cost calculated as a percentage of monthly subscriptions divided by number of weekdays in the month multiplied by days of unavailability. Any credits due to Service Downtime shall be applied towards future Subscription Fees in the immediately following renewal Term. Downtime is defined below in Section 4c. Drawloop shall use good faith efforts to promptly notify Subscriber of any outages or Downtime that it anticipates or discovers during the Term of this Agreement.

b) <u>Performance Information</u>. Subscriber may view Drawloop's operational performance information by visiting: http://trust.drawloop.com.

c) <u>Downtime</u>. Downtime is defined as the inability of most users in the aggregate to access the servers and majority of applications of the Service. Specifically excluded from the definition of Downtime are:

  i. Network errors outside of the control of Drawloop or agents of Drawloop;

  ii. Server errors and limitations set by third-party service providers, including, but not limited to, SFDC;

  iii. Planned maintenance announced at least forty-eight (48) hours prior;

  iv. Maintenance that is performed between 10 pm and 2 am PT;

  v. Outages resulting from the actions of Subscriber, its employees and agents other than through normal use of the Site or Services; and

  vi. Any other unavailability caused by circumstances beyond Drawloop's or SFDC's reasonable control, including, without limitation, acts of God, acts of government, floods, fires, earthquake, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks.

e) Commencement of Services. For initial launch of Services, and where required, Drawloop may work with Subscriber in a SFDC Sandbox or SFDC Development Organization to test Services prior to migrating Services to a SFDC Production Organization.

5.   This Section is intentionally omitted.

6.   Amendments. The Parties agree that, in order to continually improve its Services, Drawloop may, from time to time, amend its Site and Services in its discretion and will make commercially reasonable efforts to notify Subscribers of said amendments. Subscriber is encouraged to continually check the Site for notices of changes, updates, and improvements.

7.   Drawloop Proprietary Information. The Site, Services, and its contents ("Drawloop IP") are owned or licensed by Drawloop and protected by U.S. and international copyright, trademark, service mark, patent and/or other proprietary rights and laws. Except as expressly provided in this Agreement, nothing contained herein shall be construed as conferring to Subscriber any license or right under copyright or other intellectual property right law. No part of the Drawloop IP may be altered, copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, except as specifically provided in this Agreement. Subscriber shall not take any action that shall interfere with or diminish Drawloop's right in any of the Drawloop IP.

8.   Subscriber Proprietary Information.

   a) Drawloop agrees that it has no rights to the data, documents, information or material that Subscriber submits in the course of using the Site or Services ("Customer Data"). During the course of using the Services, Drawloop may transmit Customer Data outside of Subscriber's SFDC Org, in which event such data shall no longer be "Customer Data" or "Your Data" as defined in various SFDC agreements. Upon transmission of the Customer Data, SFDC shall not be responsible for the privacy, security or integrity thereof. Notwithstanding any data transfers by Drawloop, Drawloop does not store Customer Data on its servers at any time and only maintains certain data that is required by the Site Privacy Policy set forth in Exhibit E,. For example, Drawloop may store anonymous End-user run data for user activity and to troubleshoot technical issues. Drawloop will not use or disclose Customer Data except solely in connection with processing such data in the normal course of Subscriber's use of the Site or Services and as otherwise provided for in this Agreement, or as required by law.

   b) Subscriber acknowledges that Drawloop's Services do not, at any time, manipulate, store, or alter native content within Subscribers documents. Subscriber, and not Drawloop, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use its own Customer Data, and Drawloop shall not be responsible or liable for the failure to store, deletion, correction, destruction, damage, or loss of any Customer Data.

9.   Term, Suspension, and Termination.

   a) Term. This Agreement shall commence on the last signature date set forth in the Order Form ("Effective Date") and shall be effective so long as Drawloop is providing Services pursuant to an executed Order Form. The initial term ("Initial Term") for the provision of Services shall be for a period of twelve (12) months from the first commencement date of the Services. Any subsequent renewals ("Subsequent Term") after the Initial Term shall be for 12-month periods. The Initial Term and Subsequent Term shall together be known as the "Term".

   b) This section is intentionally removed.

   d) Remedies Not Limiting. The remedies provided in this Section 9 are in no way limiting of one another or of any other rights and remedies granted to Drawloop under this Agreement.

   e) Survival.   Sections 9d (Remedies Not Limiting), 10 (Representations and Warranties), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 13 (Indemnification), 14 (Receipt of

Confidential Information), and 15 (Additional Miscellaneous Provisions), this "Survival" provision, shall survive termination of this Agreement regardless of the manner in which this Agreement was terminated.

10. Representations and Warranties.

   a) Mutual. Each Party represents, warrants, and covenants, as applicable, to the other Party that: (i) It has all right, title, and authority to enter into this Agreement; and (ii) Its execution of this Agreement and its engagement hereunder do not constitute a breach of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.

   b) Performance Warranty. During the Term of this Agreement: (i) the Services shall function properly in conformity with the warranties herein and in accordance with this Agreement; and (ii) the Site commentaries and text shall completely and accurately reflect the operation of the Services.

   c) Updates. (i) All updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no update will materially degrade the functionality, capabilities, or features of the Services at the time of release of such update; and (iii) all updates shall be backward compatible with the data structures, databases, and system architectures employed with previous versions of the Services licensed by Subscriber.

11. Disclaimer of Warranties. Drawloop will make commercially reasonable efforts to ensure a virus free environment, a reliable operational schedule and to provide timely correction of content known to be inaccurate. Unless otherwise stated in Sections 4 (Service Level Performance Criteria) and 10 (Representations and Warranties), Drawloop does not represent or warrant that this Site or Services will be error-free, or free of viruses or other harmful components. The Site and Services are provided on an "as is" and "as available" basis, and, unless otherwise stated in this Agreement, Drawloop expressly disclaims all warranties, including the warranties of merchantability, and fitness for a particular purpose and non-infringement. Drawloop disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to (a) any errors in or omissions from this Site and Services; (b) the unavailability of this Site, Services, or any portion thereof; (c) Subscriber's use of this Site or Services; (d) Subscriber's use of any equipment or software in connection with the Site or Services; or (e) any third party web sites or content therein directly or indirectly accessed through links contained on the Site or through the Services.

12. Limitation of Liability.

   a) THE LIABILITY OF DRAWLOOP AND SUBSCRIBER TO EACH OTHER FOR ANY AND ALL CAUSE(S) OF ACTION, REGARDLESS OF THE FORM OF ACTION (INCLUDING CONTRACT, TORT, NEGLIGENCE OR ANY OTHER), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR BREACH OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE AVERAGE MONTHLY SUBSCRIPTION FEES IN THE THEN-CURRENT TERM CONVERTED TO AN ANNUAL BASIS (I.E. MONTHLY SUBSCRIPTION FEES X 12).

   b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, OR DAMAGES FROM LOST PROFITS, LOST USE, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THIS SITE OR SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   c) NOTWITHSTANDING THE FOREGOING, SECTION 12a and SECTION 12b WILL NOT APPLY TO (I) CLAIMS FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR CRIMINAL ACTS OR OMISSIONS, (II) BREACH OF CONFIDENTIALITY, (III) ANY THIRD PARTY CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT.

13. Indemnification.

a) Subscriber agrees to indemnify, defend and hold harmless Drawloop, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site or Services from and against all claims, losses, expenses, damages and costs, including reasonable attorneys' fees (collectively, "Losses"), resulting from or in connection with: (i) any breach of any obligation of Subscriber under Section 14 (Confidential Information); (ii) any breach by Subscriber of any of its warranties and representations under Section 10(a) (Representations and Warranties); (iii) violation of any applicable laws by Subscriber, its officers, directors, employees, agents, contractors, or affiliates ("Subscriber Responsible Parties"); or (iv) any misuse, loss, damage, corruption, or destruction of the Services by Subscriber Responsible Parties or any breach of security relating to the same.

b) Drawloop agrees to indemnify, defend and hold harmless Subscriber, its officers, directors, and employees from and against all Losses resulting from or in connection with: (i) any breach of any obligation of Drawloop under Section 14 (Confidential Information); (ii) any breach by Drawloop of any of its warranties and representations under Section 10 (Representations and Warranties); (iii) violation of any applicable laws by Drawloop, its officers, directors, or employees ("Drawloop Responsible Parties"); (iv) any loss, damage, corruption, or destruction of the Services by Drawloop Responsible Parties or any breach of security relating to the same; or (v) any infringement of intellectual property rights of any third party; provided, however, that Drawloop is not liable for any Losses arising under this Subsection 13(b)(v) to the extent that Subscriber modified the Drawloop IP, unless such modifications were approved by Drawloop, or the Losses are based on a use for which the applicable Drawloop IP was not authorized.

c) Indemnification under subsections (a) and (b) hereof will be provided only on the conditions that: (i) the indemnifying Party is given written notice within fifteen (15) calendar days after the indemnified Party receives notice of the subject Action; (ii) the indemnifying Party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified Party shall be subject to such Party's prior written approval and unconditionally releases the indemnified Party of all liability; and (iii) the indemnified Party provides cooperation and information in furtherance of such defense, as reasonably required by the indemnifying Party at the indemnifying Party's expense. The indemnifying Party shall not be relieved of its indemnification obligations herein for the indemnified Party's failure to comply with such requirements, except to the extent that the indemnifying Party has been prejudiced by the indemnified Party's actions or inactions.

14. Receipt of Confidential Information.

a) Confidentiality. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information as defined herein. "Confidential Information" means all information concerning a Party's business not generally known to the public, whether or not marked as confidential. By way of illustration only, Confidential Information may include trade secrets, know-how, inventions, contractual disclosures, techniques, processes, algorithms, software programs, schematics, software source documents, contracts, customer lists, financial information, sales and marketing plans, information and business plans and other proprietary information, whether or not such information is marked as confidential. Confidential Information shall not include, even if it is marked as such, information that: (i) is already known to the receiving Party at the time of disclosure, which knowledge the receiving Party shall have the burden of proving; (ii) is, or, through no act or failure to act of the receiving Party, becomes publicly known; (iii) is readily observable and / or duplicable by the public; (iv) is legally received by receiving Party from a third party without restriction on disclosure; (v) is independently developed by receiving Party without reference to the Confidential Information of the disclosing Party; or (vi) is approved for release by written authorization of the disclosing Party. In maintaining the confidentiality of the other Party's Confidential Information, each Party shall use at least the same standard that Party uses for its own confidential information of similar type, and shall take necessary precautions not to disclose such information to any person except its officers, employees or subcontractors, who have a need to know in order to comply with the obligations of this Agreement. Each Party's officers, employees, and subcontractors shall be bound by the terms of this Section or a similar written agreement with terms no less protective of either Party's Confidential Information than this Agreement. Each Party acknowledges that any

actual or threatened violation of this Section may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing Party shall be entitled to seek injunctive relief in addition to all other remedies available at law and/or in equity. Nothing in this Section shall prohibit Drawloop from disseminating aggregated information that contains no identifiable Subscriber Confidential Information.

b) <u>Destruction and Return of Confidential Information</u>. Upon written request of the disclosing Party, all materials containing Confidential Information in the receiving Party's possession will be destroyed or returned to the disclosing Party and the receiving Party will retain no copies or reproductions of the Confidential Information unless required by law, except the receiving Party may retain one record copy, subject to the reasonable instructions of the disclosing Party with respect to such copy.

c) <u>Cooperation</u>. In the event of any unauthorized use or disclosure or loss of any Confidential Information of the disclosing Party, the receiving Party shall promptly, at its own expense: (i) notify the disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the disclosing Party to minimize the violation or the damage resulting therefrom; and (iii) cooperate in all reasonable respects with the disclosing Party to minimize the violation and any damage resulting therefrom.

d) <u>Limitation</u>. Notwithstanding the provisions of this Section, Drawloop may disclose Subscriber's Confidential Information, which includes personally identifying information and End-user activity: (i) in accordance with a judicial or other governmental subpoena, warrant or order; provided that Drawloop shall comply with any applicable protective order or equivalent and, unless prohibited by law, Drawloop will employ commercially reasonable efforts to provide Subscriber with prior written notice, so that Subscriber has an opportunity to intervene at its own expense and to protect the confidentiality of its information; (ii) to law enforcement officials and regulators if it reasonably suspects unlawful activity; and (iii) to other Parties that are identified by Subscriber for that purpose.

e) <u>No Intellectual Property</u>. THE RECEIVING PARTY ACQUIRES NO INTELLECTUAL PROPERTY RIGHTS FROM THE DISCLOSING PARTY UNDER THIS AGREEMENT, except for the restricted right to use disclosing Party's Confidential Information for the express, limited purposes described above.

15. <u>Additional Miscellaneous Provisions</u>.

a) <u>Governing Law; Jurisdiction; Venue; Attorney's Fees</u>. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, except for that body of law addressing conflicts of law.

b) <u>Compliance.</u> Subscriber is responsible for compliance with all import and export regulations (including documentation requirements of any authority); compliance with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the anti-corruption laws of other countries. Subscriber acknowledges that the Services may be subject to export restrictions imposed by the United States government and governments of any of the other countries in which Drawloop operates. Subscriber will comply with, and fully co-operate with Drawloop in relation to these restrictions.

c) <u>Assignments</u>. This Agreement shall be binding upon and shall be for the benefit of Drawloop and Subscriber and both Parties' respective legal representatives, successors, and permitted assigns; provided, that Subscriber shall not be entitled to assign, sublicense, or delegate this Agreement, in whole or in part, without Drawloop's prior written consent. Any attempted assignment, delegation, or assumption of this Agreement not in accordance with this Section will be of no force or effect.

d) <u>Entire Agreement; Waiver; Relationship of the Parties</u>. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties as to the subject matter hereof, and supersede all prior and/or contemporaneous agreements, representations, and understandings between them, whether orally or in writing, except as may be expressly incorporated by reference into this Agreement. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall

be binding unless executed in writing by the Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent. Except as expressly provided for herein, this Agreement is not for the benefit of any third party, but nothing in this Agreement shall prevent or interfere with any consumer bringing an action against Subscriber for violation of law.

e) <u>Severability of Terms</u>.   If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the other provisions of the Agreement remain in full force and effect.

f) <u>Notices and Contact Information</u>.   Any demand, notice, or other communication required or permitted hereunder shall be effective if in writing and either (i) hand-delivered to the addressee; or (ii) deposited in the mail (registered or certified) or delivered to a private express company. Notices must be addressed as follows: (A) if to Drawloop, at the mailing address or email set forth in the "Contact Us" section of the Site; or (B) if to Subscriber, at the mailing address or email set forth in the Order Form. Email notice shall only be effective upon confirmation of receipt by the receiving Party. Either Party may change its notice address by providing the other Party with notice of the change.

EXHIBIT C

Drawloop API Terms

API

Drawloop's application programming interface ("API") is a service that allows licensees and pre-approved licensees to access and display certain Services. Subscriber's license to the APIs under this Agreement shall be subject to the purchase on the applicable Order Form and shall continue until it is terminated by either Party. Any reference to "us", "we", or "our" shall mean Drawloop.

Grant of API license

Upon issuance of an API key, Subscriber(s) (or "you") is/are granted a limited, non-sublicensable right to access the Drawloop API in a manner consistent with the Services.

API license use and restrictions

This license is subject to the following restrictions:

- You may not use the Drawloop API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with our End-User Web Services Subscription Agreement (the "Agreement");
- You may not use the Drawloop API for any application that constitutes, promotes, or is used in connection with spyware, adware, or other malicious programs or code;
- You may not use Drawloop API in a manner that adversely impacts the stability of our servers or adversely impacts the behavior of other applications using the Drawloop API;
- All calls to the Drawloop API must reference the Drawloop API key issued by Drawloop to you as an approved licensee;
- You agree to keep the Drawloop API key confidential, and not to share it with any third party. This license is personal to you, and any affiliates must seek and obtain their own license and Drawloop API Key. You may not sell, lease, share, transfer, or sublicense the Drawloop API, access, or access codes thereto or derive income from the use or provision of the Drawloop API, whether for direct commercial or monetary gain or otherwise, without our prior, express, written permission;
- You agree that you will provide the Services on "as is" terms, with disclaimers substantially equivalent to those set forth in the Agreement;
- You may not use the Drawloop API in a product or service that replicates or attempts to replace the essential user experience of our Services or is substantially similar to or directly competes with products or services offered by us;
- You further agree not to otherwise reproduce, modify, distribute, decompile, disassemble or reverse engineer any portion of the Drawloop API or any data provided by us;
- You may not delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice by us or our third-party partners and sponsors), or link that appears in the Services or on our website;
- You must not attempt to cloak or conceal your identity or your application's identity when requesting authorization to use the Drawloop API;
- You are limited to a pre-set number of calls to the Drawloop API per day, determined by the Service you purchased. We may approve higher daily call limits if you adhere to these Drawloop API Terms and upgrade your Service; and
- You acknowledge that the Services, including, but not limited to, the Drawloop API, may incorporate third-party services and content and that your use and display of such third-party services and content may be subject to separate terms of service policies. These third-party policies can be found at the applicable third-party sites.

Attribution for the Drawloop API

Content provided to you through the Drawloop API may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of ours, our partners, or other third-party rights holders of content displayed by us. You may not delete or, in any manner, alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Unauthorized use of our logo, marks, or brands is strictly prohibited. You shall place the following notice prominently on your application: "*This product uses the Drawloop API but is not endorsed or certified by Drawloop.*" Your use of our logo or any of any of our marks or brands is subject to these terms, any other written agreements you have with us, and/or prior written approval by us. Any use of our logo in your application shall be less prominent than the logo or mark that primarily describes the application. Your use of our logo shall not imply any partnership or endorsement by us.

SUPPORT POLICY

I. Overview

This Support Policy (**"Support Policy"**) describes the policies and procedures under which Nintex ("**Nintex**") provides technical support and maintenance services ("**Support**") for its proprietary Workflow Service Platform, the Drawloop products and services, and other Nintex associated product(s) (collectively, the "**Workflow Service**") to its customers (each, a "**Customer**").

Support is provided for the Workflow Service pursuant to the separate Subscription Agreement and Order Form under which Customer has purchased Support and is subject to the terms and conditions of that Agreement, Order Form, and the terms of this Support Policy. Support is provided for the term specified in the Subscription Agreement and will automatically renew with the renewal of the Subscription Agreement.

Support is available through Nintex's online web-based support portal located at http://www.nintex.com/nintex-support ("**Support Portal**") and telephonically, as indicated on Annex A and Annex B to this Support Policy (each, an "**Annex**" and collectively, the "**Annexes**").

This Support Policy sets forth expectations for Support between the Customer and Nintex's Support organization, including:

A. Who is authorized to submit issues;

B. How to submit issues;

C. What types of issues are supported; and

D. How and when Nintex resolves and closes reported issues.

II. Definitions

A. Contact: means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Workflow Service. Customers are expected to make every effort to ensure that the individuals that are designated as Contacts are qualified to support the Customer teams internally.

B. Documentation: means Nintex's online user guides, documentation, and help and training materials, as updated from time to time, accessible via https://community.nintex.com, the Support Portal, or login to the applicable Workflow Service.

C. Incident: means each individual issue with the Workflow Service reported to Nintex.

D. Product Releases: are specific versions of the core Workflow Service.

E. Releases: are updates to the Workflow Service that provide: (1) new features, modifications, or enhancements to the Workflow Service; (2) updates to features, code corrections, patches, and other general updates of the Workflow Service; or (3) fixes to the Workflow Service. Releases do not include separate or different products marketed by Nintex under a different name, i.e., Nintex Hawkeye™ is not a Release of Nintex for Office365.

III. Scope of Support

A. What Support Includes. If Customer is current on payment for Support and the Workflow Service, Nintex shall provide Customer with Support consisting of the following:

1. Web and phone-based submissions of Incidents, as specified in the applicable Annex;

2. Product Releases and Releases;

3. The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Workflow Service and a forum where Customer, partners, and other users of the Workflow Service can share information and ideas about how to use the Workflow Service;

4. Access to an online secure site that contains existing cases, and

5. Guidance and troubleshooting in connection with questions and issues arising from the following Customer activities with respect to the Workflow Service:

   a. Basic Configuration Issues: Nintex will troubleshoot Customer's configuration settings for existing installations of Supported Products (as defined below in Section III.C) to ensure proper operation and connectivity.

   b. Usage Issues: Nintex will respond to Customer's "how to" questions related to standard and intended Workflow Service usage.

   c. Efforts to Correct the Workflow Service: Nintex will make commercially reasonable efforts to correct bugs or other errors in the Workflow Service. Customer acknowledges that Nintex is not required to correct every bug, error, or problem with the Workflow Service that it reports to Nintex or of which Nintex is otherwise made aware and that Nintex does not guarantee resolution times.

B. <u>What Support Excludes</u>. Customer acknowledges that if a non-supported Incident is submitted, they may be referred to their Partner of record or another authorized Nintex Partner. If Customer decides to engage their Partner or another authorized Nintex Partner, the costs of those services, if any, will be Customer's responsibility. The following are excluded from Support:

   1. Workflow Service that has been altered or modified, unless altered or modified by Nintex;

   2. Workflow Service that has not been installed, operated, or maintained in accordance with the Documentation;

   3. Troubleshooting of Microsoft, other third party, or open standards based technologies, such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scrips; and

   4. Custom solutions or actions.

C. <u>Workflow Services Covered</u>.

   1. <u>Supported Products</u>: Nintex will provide Support only as specified in this Support Policy. Nintex supports use of the Workflow Service only as specified in the Documentation. Nintex's Support obligations do not cover hardware, operating systems, networks, or third-party software. Customer understands that Nintex may need additional information as to Customer's use of the Workflow Services during the term of this Support Policy.

   2. <u>Supported Product Versions</u>: Nintex will provide Support for the current and the preceding Product Release (N-1) for all on-premise products.

   3. <u>End of Life</u>: Nintex will provide Support for a Product Release or Release containing new features, modifications, or enhancements up to twelve (12) months after the issuance of the end of life notice. After such time, for an additional twelve (12) months, Nintex will provide limited Support to Customers consisting solely of troubleshooting issues, identifying work arounds, and resolving critical security issues.

IV. Incident Submission and Resolution

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

A. <u>Submitting Incidents</u>.

   1. <u>Who May Submit Incidents</u>?

   Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.

2. Customer Obligations.

a. Customer will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network and/or applicable Products to help troubleshoot or resolve the issue.

b. Customer will give Nintex reasonable access to the Product and systems where the Workflow Service is deployed as necessary for Nintex to determine the cause of the problem and find a resolution. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and security. Nintex recommends Customers create backup copies of configuration files before any work is performed.

c. Customer acknowledges that by not implementing a Release, it may render the Workflow Service unusable or non-conforming, and Customer assumes all risks arising from the failure to install such Releases. Even if Customer has paid the applicable fees, Nintex will not be required to provide Support if Customer has not properly implemented all Release provided by Nintex.

3. How to Submit Incidents.

Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to Nintex by an authorized Contact through the Support Portal or via phone based on the level of Support purchased by Customer, as specified in the applicable Annex.

4. How to Report an Incident.

In order to expedite the resolution of Incidents, Nintex expects that Customer will make every attempt possible to:

a. Verify that the Incident is reproducible (as applicable).

b. Provide information necessary to help Nintex track, prioritize, reproduce, or investigate the Incident.

c. Provide a full description of the issue and expected results.

d. Categorize issues (technical question, defect, license request, enhancement request, etc.).

e. List steps to reproduce the issue and relevant data.

f. Provide any applicable log files (de-identified of sensitive data if appropriate).

g. Provide exact wording of all issue-related error messages.

h. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.

i. Identify any existing Incident number in ongoing communications with Nintex.

B. Support Response and Incident Resolution.

1. Nintex Incident Response.

For each Incident reported by Customer in accordance with these procedures, Nintex shall:

a. Confirm receipt of the reported Incident within the Initial Response time specified in the applicable Annex.

b. Set a Severity Level for the Incident in accordance with the terms below.

c. Use commercially reasonable efforts to respond to the Incident within the time

specified the applicable Annex.

    d.   Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.

    e.   Give Customer direction and assistance in resolving the Incident.

    f.   Keep a record of ongoing communications with Customer.

    g.   Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.

    h.   Upon request of Customer, discuss Severity Level and ongoing communication time frame. Nintex may modify the Incident's Severity Level at its sole discretion.

2.   <u>Severity Levels</u>.

Nintex will prioritize Incidents according to the following criteria:

- Severity 1 ("**S1**"): is the highest priority and receives first attention. S1 Cases are to be submitted when Customer cannot access the Workflow Service.

- Severity 2 ("**S2**"): indicates a reported Incident where the issue has severely impacted the performance of the Workflow Service's intended use and is causing a material and adverse impact to the majority of Customer's users; or the Workflow Service is not operating in a material respect within the documented functionality and it is impacting the majority of Customer's users or deployed Workflows.

- Severity 3 ("**S3**"): indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Workflow Service that is impacting the minority of Customer's users or deployed Workflows.

- Severity 4 ("**S4**"): indicates a reported Incident requesting assistance and may include questions of how to use the Workflow Service. It may also include a reported Incident where the Workflow Service is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Nintex will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

3.   <u>Resolution and Closure of Incidents</u>.

Incidents shall be closed in the following manner:

    a.   <u>For solvable issues</u>, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available release that addresses the issue.

    b.   <u>In the event that custom or unsupported plug-ins, modules, or custom code is used</u>, Nintex may ask, in the course of attempting to resolve the issue, that Customer remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Nintex may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in in the Documentation.

    c.   <u>For issues outside of scope as outlined in this document</u>, Nintex may close issues by identifying the Incident as outside the scope of Support.

    d.   <u>Dropped Issues</u>. Nintex may close an Incident if the Contact has not responded after two (2) weeks from the date that Nintex requested additional information required to solve the case. Customer may request Incidents be re-opened. At Nintex's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

**Standard
Support**

SUPPORTED WORKFLOW SERVICES	
Supported Workflow Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	6AM – 5PM, Pacific Time, Monday – Friday Limited support during Nintex events and holidays
Business Hours (EMEA)	8AM – 5PM, GMT, Monday – Friday Limited support during Nintex events and holidays
Business Hours (APAC)	8AM – 5PM, Australian Eastern Time, Monday – Friday Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas - +14255332827 EMEA - +442036955056 APAC - +61388205139
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 8 Hours S2 – 1 Business day S3 – 2 Business day S4 – Best effort
DEVELOPMENT WORKFLOWS	
Development Workflows	1 x max workflows

**Enterprise
Support**

SUPPORTED WORKFLOW SERVICE	
Supported Workflow Services	All Nintex Products
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	4PM Sunday – 5PM Friday, Pacific Time, Limited support during Nintex events and holidays
Business Hours (EMEA)	12AM Monday – 1AM Saturday, GMT, Limited support during Nintex events and holidays
Business Hours (APAC)	8AM Monday – 9AM Saturday, Australian Eastern Time Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas - +14255332827 EMEA - +442036955056 APAC - +61388205139
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 4 Hours S2 – 8 Hours S3 – 1 Business day S4 – 2 Business days
DEVELOPMENT WORKFLOWS	
Development Workflows	2 x max workflows

Drawloop Privacy Policy

Effective date: January 22, 2016

Drawloop Technologies Inc. (referred to as "Drawloop," the "Company," "us," "our," or "we"), is committed to protecting your privacy online. This privacy policy (this "Policy") discloses our privacy practices for our site, located at www.drawloop.com, and related applications, whether web-based, mobile, or otherwise, and various related services (the "Services"). This Policy is designed to help you understand what information we collect and how we collect, share, and use the information. This Policy applies to all of our visitors, registered users, and subscribers. By accessing or using the Services, you consent to the collection, transfer, manipulation, storage, disclosure, and other uses of your information as described in this Policy. Any reference to "you", "your", or "user" in this Policy shall mean the end-user of the Services.

Irrespective of which country you reside in or supply information from, you authorize us to use your information in the United States and any other country where we may operate. We control and/or operate the Services from offices in the United States of America. We do not represent that the Services are appropriate or available for use in other locations. Persons who choose to access and use the Services from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

What types of Personal Information do we collect?

The information we gather from users enables us to personalize and improve the Services. We collect the following types of information (all considered "Personal Information") from our users:

Personal Information you provide to us:

We collect and store the following types of information on our servers only when you optionally choose to provide it to us by filling out a form or taking some other explicit action. You can choose not to provide us with any of the information below, but you may not be able to take advantage of certain features without providing the appropriate information.

- First and/or last name;
- Email;
- Billing information;
- Phone number;
- Information publicly disclosed through the Services;
- Your company or customer information; and
- Other personal identifying information.

Personal Information collected automatically:

In order to understand how the Services are being used and to make them better, we also automatically receive, store, and log certain types of technical information whenever you interact with the Services. Information of this sort includes:
- Technical information about a user's browser and mobile device;
- Usage information such as the pages users request, searches they conduct, emails they open, and features they interact with;
- IP address, tokens, cookies, and device identifiers;
- Crashes and error reports.

How do we use Personal Information?

In addition to the specific uses discussed above, Personal Information you submit to us may be used in the following ways:

- To provide access to and perform the Services;
- To communicate with users about their accounts;
- To process or fulfill request(s) and/or order(s) for products, services, information or features;
- To provide users with updates, offers, and announcements about products, new products, services, features, promotions, enhancements, improvements or updates;
- To notify users when we make material changes to this Policy or the Drawloop Terms of Service;
- To solicit input and feedback to improve user experience;
- To provide administrative services, manage account preferences, and to respond to and address technical issues, harm, or disputes;
- To help us optimize the Services.

How do we share Personal Information?

We will not disclose Personal Information of our users to any persons or entities outside of the Company, nor lease, license, rent, transfer, disclose, disseminate or otherwise grant access to such Personal Information unless:

- We must share user information in order to provide a product or service that has been ordered or requested by that user, in which case we will require that any third person or entity we use to fulfill the order agrees that it does not have the right to use user information other than to fulfill the order or request;
- We believe in good faith, that disclosure is necessary to protect our rights, protect your safety or the safety of others, or investigate fraud;
- We are involved in a bankruptcy, merger, acquisition, reorganization or sale of assets, at which point users' Personal Information may be sold or transferred as part of that transaction;
- It is to any other third party with a user's prior consent to do so;
- We receive a request in connection with a judicial, governmental or legal inquiry, investigation, order, or proceeding;
- It is reasonably necessary to enforce our other Drawloop terms and conditions, this Policy, or any other legal agreements we enter with our users;
- It is required to detect, prevent, or otherwise address fraud, abuse, misuse, potential violations of law (or rule/regulation), and/or security or technical issues;
- It is required or reasonably necessary to protect against imminent harm to the rights, property or safety of us, our users, employees, partners, minors, members of the public and/or other third parties;
- With our partners, including Salesforce.com, in order to deliver our mutual services. Salesforce.com's privacy policy may be found at www.salesforce.com; or
- You have provided us with permission to do so.

We may also disclose information about you to our auditors or legal advisors in conjunction with accessing our disclosure obligations and/or rights under this Policy.

Types and disclosures of aggregate information

We may share aggregated information concerning our users, without attribution of Personal Information, to other companies with whom we conduct business. In other words, we may combine your anonymized data with those of all or a particular group of our users to prepare collective profiles of our users and their activities for our internal use and can share the same with

our partners. For example, we may use and/or share the following information:

- Tracked number of our users who view certain pages or use certain features;
- Compiled total dollar amount of sales conducted through the Services in a particular geographic region;
- Tracked purchasing trends;
- Aggregated user data to market the Services to others; and
- Tracked user behavior and page views.

What do we do to keep Personal Information secure?

We take commercially reasonable security measures to protect against unauthorized access to, or unauthorized alteration, disclosure or destruction of Personal Information that you share and we collect and store. These security measures include practices such as:

- Keeping Personal Information on a secured server behind a firewall;
- Using secure socket layer technology;
- Using regular malware scanning;
- Internal reviews of our data collection, storage, and processing practices, including physical security measures, to guard against unauthorized access to systems; and
- Restricting access to Personal Information to Drawloop affiliates, employees, contractors, and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations.

No data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through the Services cannot be guaranteed and you transmit such information at your own risk; and (c) any such information and data may be viewed or tampered with in transit by a third party.

What can you do to protect Personal Information?

While we are committed to taking all reasonable precautions to protect Personal Information, there are steps you can take as well when using online services, such as ours:

- Use only secure websites when disclosing information;
- Create strong passwords and use them wisely (e.g. don't use the same password for us that you use for your bank);
- Never respond to unsolicited requests for your social security number or financial information;
- Do not disclose passwords or account information to any other person; and
- If logins are required for site access, be sure to sign off when finished using a shared computer.

Be aware when clicking on links to third-party sites accessible through the Services. Other third party sites accessible through the Services, if any, via links or service partnerships are governed by their own privacy policies and data collection, use and disclosure practices. We encourage you to review other websites' policies before revealing any sensitive or Personal Information. We cannot be and are not responsible for maintaining your privacy once you leave our site or applications and are not responsible for the policies or practices of third parties.

What can you do if you no longer want to receive communications from us?

You can opt out of any automated notifications or communications by:

- Following the instructions included with each email; or
- Contacting us with an unsubscribe request to our email address found at the end of this Policy; however our employees, contractors or agents may still need to contact users who opt out personally, for example, in response to a support inquiry or if that user is in violation of our website terms and conditions.

Billing

Credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive only the information needed to verify and authorize your credit card or other payment information and to process your order.

Subscriber Documents

In providing the Services, we receive our subscriber's documents. However, subscriber documents will not be published by us at any time and any brief retention by us will only be for the purpose of delivering the Services. Drawloop does not retain backups or copies of your work for you. Drawloop disclaims all liability for the release of any documentation or content thereof that is uploaded to Drawloop.

Fair Information Practice Principles

The FTC created the Fair Information Practice Principles as a result of the Commission's inquiry into the manner in which online entities collect and use personal information and safeguards to ensure that such practices are fair and provide adequate privacy protection. We take our own self-regulation very seriously and support your rights as a consumer to causes of action against disreputable and unprincipled data collectors and users. Consistent with the FTC's Fair Information Practice Principles and other applicable laws, we will promptly notify users in the event of a data breach.

California Residents - California Civil Code Section 1798.83

California residents have the right to receive: a) information identifying any third party company(ies) to whom we may have disclosed (within the previous calendar year) Personal Information pertaining to you and your family for that company's direct marketing purposes; and b) a description of the categories of Personal Information disclosed. If you are a California resident and wish to obtain such information, submit a request to our email address found at the end of this Policy with "Request for California Privacy Information" as the subject line and in the body of your message. Please be aware that not all information sharing is covered by these requirements and only information on covered sharing will be included in our response.

European Union Residents

As described in our Safe Harbor certification, we comply with the US-EU Safe Harbor Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries. Drawloop has certified that it adheres to the relevant Safe Harbor Privacy Principles. To learn more about the Safe Harbor program, and to view Drawloop's certification, please visit the Safe Harbor website.

In addition to participating in the US-EU Safe Harbor Framework, Drawloop offers model contract clauses as an additional means of meeting the adequacy and security requirements of the European Parliament and Council of the European Union Data Protection Directive.

How can you update, delete, or correct Personal Information?

You may change any of your Personal Information by contacting us with a request to update, review, or delete Personal Information at the support email found at the end of this Policy. Certain information or data of yours may only be stored on third-party platforms with which we partner, such as Salesforce.com. It is your responsibility to maintain any such third-party accounts and you understand that Drawloop does not have the ability to access, update, delete, or correct your data or any information that you submit or store on such third-party platforms.

Children's Online Privacy Protection

The Services are not designed or intended for use by children under 13. If you are under 18, you should use the Services only with the direct involvement of a parent or guardian. Children under 13 may not submit any Personal Information to us, and if we discover that we have inadvertently gathered any Personal Information from a child under 13, we will take appropriate steps to delete it. If you are the parent or guardian of a person under the age of 13 who has provided Personal Information to us, please inform us by contacting us at ddpsupport@nintex.com and we will remove such information from our database. If you are concerned about your children's use of the Services, you may use web-filtering technology to supervise or limit access to the Services. Visit www.OnGuardOnline.gov for tips from the Federal Trade Commission on protecting the online privacy of children.

Do Not Track Browser Requests

Several browsers, including Internet Explorer, Firefox, and Safari offer a "do not track" option that sends a signal to websites visited by the user. Drawloop may not commit to responding to browsers' "do not track" signals with respect to the Services.

How we comply with the CAN-SPAM Act

The CAN-SPAM Act is legislation in the United States that regulates commercial emails. The CAN-SPAM Act imposes strict penalties on those who send emails with materially false or misleading content or fail to provide recipients of commercial emails with an opportunity to decline them. In accordance with the CAN-SPAM Act, other applicable laws, and this Policy, we will do the following:

- NOT use false or misleading information in the subject line or body of our emails;
- Identify messages as advertisements by using the label "advertisement" in a conspicuous manner;
- Monitor third party email marketing services, if one is used;
- Provide accurate "From" fields so that users know who is sending the email;
- Provide visible and operable unsubscribe mechanisms in all of our emails;
- Include our physical address in the body of our emails;
- Honor any opt-out requests to our emails within 10 business days; and
- Refrain from using harvested email addresses.

You may contact us at the email below if you would like to unsubscribe from our marketing communications at any time.

Compliance and cooperation with regulatory authorities

We regularly review our compliance with this Policy. When we receive a formal written complaint, we will contact the person who made the complaint to follow up. We work with appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of Personal Information that we cannot resolve with our users directly.

What will happen if we change this Policy?

We may update this Policy from time to time and any changes to this Policy will be posted by us on this page with a more recent effective date in the header. Use of information we collect now is subject to the version of this Policy in effect at the time such information is used. If we make any material or significant changes to this Policy, we will deliver an email announcement to the email address associated with each user account. It is each user's responsibility to maintain a valid email address. We will also keep prior versions of this Policy in an archive for your review. If you continue to use the Services after changes to this Policy become effective, you agree to abide by and be bound by the modified version of this Policy.

How can you contact us?

If you have any questions about this Policy or our privacy practices, please contact us by email at ddpsupport@nintex.com.