

## Terms and Conditions

1. The initial contract is a prepaid subscription for 3(Three) years for a fully managed cloud service, commencing from the start date of the subscription. After the 3-year term, the subscription services are available with annual or multi-year pre-paid terms with the option or <District Name> to pick the terms suitable for the District.
2. Innive will initiate steps for renewal 60 calendar days before the annual anniversary date. <DISTRICT NAME> will require to provide approval 30 calendar days before the annual anniversary date to ensure uninterrupted access and use of the managed services.
3. The Scope items will be provided in a fully managed cloud environment by Innive, including infrastructure for application, data storage, data processing, data replication and backup, for both production and non- production instances to be maintained by Innive to support <DISTRICT NAME> requirements.
4. Innive will maintain and provide a suitably sized Production instance, with load balancing, and also support <DISTRICT NAME> with UAT and Pre-Production instances. Innive may additionally maintain Development and other instances per their development and maintenance needs.
5. Any major additions or changes to the scope may require a revision to the timelines and costs quote above.
6. Innive will be responsible for identifying all the data sources, establishing processes for periodic extract and load of all the required data, both one-time as well as on an ongoing basis, monitor the loads, do data validation, ensure that the system is working as intended. Innive will establish a process with <DISTRICT NAME> to notify them about any issues and work diligently and proactively to address any issues.
7. The infrastructure required to support the application will be progressively increased and managed on the cloud by Innive and the cloud partners.
8. The managed services are subject to SaaS Subscription Agreement, a copy of the standard Subscription Agreement is provided below.
9. Additional details regarding the Managed Services, and the handling of Enhancement Requests are provided in Attachment E.



## Software-as-a-Service (SaaS) Subscription Agreement

This Software-as-a-Service (SaaS) Subscription Agreement is entered into effective as of the date of last signature below (the “**Effective Date**”) by and between Innive, Inc. a Florida Corporation, with a place of business at 5717 Legacy Drive Suite 250, Plano, TX 75035 (“**Innive**”), and the customer placing an order for services hereunder, as identified on the applicable Order (“**Customer**”). Innive and Customer agree that the following terms and conditions will apply to the services provided under this Agreement and Orders placed under it.

### 1. DEFINITIONS. As used in the Agreement:

“**Administrative User**” means each Customer employee designated by Customer to serve as technical administrator of the Services on Customer’s behalf. Each Administrative User must complete training and qualification requirements reasonably required by Innive from time to time.

“**Agreement**” means this Software-as-a-Service (SaaS) Subscription Agreement, including the referenced attachments hereto.

“**Applicable Laws**” means all legislation, statutes, regulations, ordinances, rules, judgments, orders, decrees, rulings, and other requirements enacted, promulgated, or imposed by any governmental authority or judicial or regulatory body (including any self-regulatory body) at any level (e.g., municipal, county, provincial, state, or national) that are applicable to or enforceable against a Party or its personnel in relation to their activities under or pursuant to the Agreement.

“**Authorized Customer Entities**” means specific Customer-affiliated entities, if any, named in an Order as entities who are authorized to access and use the SaaS during the Subscription Term under Customer’s subscription. References in the Agreement to Customer are deemed to include Authorized Customer Entities.

“**Authorized User(s)**” means end users of Customer and Authorized Customer Entities who have completed Innive’s online registration process or who otherwise receive a valid user ID or other access credentials from Innive or Customer authorizing them to access and use the SaaS.

“**Authorized Purpose(s)**” means those purposes set forth in an Order or on Innive’s Web Site describing the purposes for which the SaaS is permitted to be used. If no Authorized Purpose is stated in an Order, the Authorized Purpose shall be limited to use of the SaaS for Customer’s internal business operations.

“**Claim**” means a third-party claim, demand, action, or legal proceeding asserted or initiated against a Party or other indemnitee.

“**Confidential Information**” means all non-public written or oral information disclosed by or on behalf of a Party pursuant to the Agreement that relates to a party’s business or operations and has been identified as confidential or proprietary or, by its nature or the manner of its disclosure, would be understood by a reasonable person to be confidential or proprietary.

“**Customer Content**” means all data, materials, and other forms of content provided by Customer to Innive or the SaaS for processing, transmission, and/or storage.

“**Data Privacy and Security Laws**” means that subset of Applicable Laws that governs or pertains to privacy, data protection, and/or the security of Personally Identifiable Information.

“**Free Trial Period**” means a specific period stated in an Order during which Innive offers Customer an opportunity to conduct a no-charge trial evaluation of one or more SaaS Modules.

“**Fully Managed Services**” means provision of a comprehensive service for provisioning and supporting a solution on the cloud, with infrastructure, data integration, analytical reporting, functional and technical support, as described in Attachment E.

“**Hosting Environment**” means the computing and networking infrastructure on which the SaaS Software is installed, which may be owned and operated by Innive or its service providers.

“**Including**” (and its derivative forms, whether or not capitalized) means including without limitation.

“**Innive Content**” means all data, materials, and other forms of content owned or controlled by Innive that is provided to Customer as part of or in furtherance of the provision of Services.

“**Innive’s Web Site**” means the web interface of the SaaS that Innive offers for Authorized Users to interact with and use the SaaS.

“**Intellectual Property Rights**” means the legal rights held by the owner of a copyright, patent, trademark, or trade secret, including (i) the rights to copy, publicly perform, publicly display, distribute, adapt, translate, modify and create derivative works



of copyrighted subject matter; (ii) the rights to exclude others from using, making, having made, selling, offering to sell, and importing patented subject matter and to practice patented methods, (iii) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, or sponsorship; and (iv) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including privacy rights and any rights in databases recognized by Applicable Laws.

**“Losses”** means, in connection with a Claim that is subject to defense and indemnification by a Party under the Agreement, all reasonable attorneys’ fees, reasonable costs of investigation, discovery, litigation, and settlement, and any resulting liabilities, damages, settlements, judgments, and awards, including associated taxes, interest, and penalties.

**“Mobile App”** refers, if and when applicable, to proprietary software, in object code form, that is made available by Innive for installation on mobile devices to allow Authorized Users to interact with and use the SaaS.

**“Order”** means an order form executed by Customer and accepted by Innive setting forth the necessary information and terms relating to the SaaS to be provided to Customer under the Order and the associated fees payable to Innive.

**“Party”** means either Innive or Customer, as the context requires, and **“Parties”** means both Innive and Customer.

**“Professional Services”** means any professional services performed or contracted to be performed by Innive under the Agreement pursuant to a Statement of Work.

**“SaaS”** means Innive’s proprietary web-based software-as-a-service platform and related functions and features made available for Customer’s use under the Agreement during a Subscription Term, as identified on the applicable Order.

**“SaaS Modules”** means the separately priced SaaS function and feature sets offered by Innive.

**“SaaS Software”** means the object code version of any software to which Customer is provided access as part of an ordered SaaS, including any Updates.

[**“SDK License”** means, if and when applicable, a license granted by Innive to Customer through a separate written supplement to the Agreement in which Innive grants additional rights to Customer to access the program code of the SaaS for the purpose of integrating it with other Customer applications or platforms.]

**“Services”** means, collectively, the SaaS, the Support Services, and any Professional Services performed or provided by Innive pursuant to the Agreement.

**“Statement of Work”** (or **“SOW”**) means a supplementary document in a mutually agreed form that is entered into by the Parties under the Agreement and describes Professional Services requested by Customer that Innive has agreed to provide. Upon execution and delivery of an SOW, it is deemed to form part of the Agreement.

**“Subscription Fees”** means the recurring fees payable by Customer to Innive for provision of the SaaS and associated Support Services during a Subscription Term, as set forth in the relevant Order.

**“Subscription Term”** means the period during which Customer’s Authorized Users are permitted to access and use the SaaS under Customer’s subscription, as set forth in the applicable Order.

**“Support Services”** has the meaning given in Section 3.

**“Territory”** means and is limited to the United States unless otherwise specified in an Order.

**“Update”** means any improvement, enhancement, modification and/or changes to the SaaS Software offered or provided generally by Innive to its subscribers at no charge.

## 2. SERVICES.

**2.1. Purpose.** The Agreement sets forth the terms and conditions under which Innive agrees to provide Customer and its Authorized Users the right to access and use certain SaaS Modules and to provide associated Professional Services, such as set-up, configuration, data import and export, integration, and customization services, all as set forth in Orders and Statements of Work entered into under the Agreement. Upon execution and delivery of each Order and Statement of Work, it shall be subject to and governed by the terms and conditions of the Agreement.

**2.2. Limited-Purpose Access Grant.** Subject to Customer’s and its Authorized Users’ continuing compliance with the Agreement, including payment of all applicable fees, Customer will receive a non-exclusive, non-transferable right for Authorized Users to access and use the SaaS for Authorized Purposes during the applicable Subscription Term, solely through Innive’s Web Site or a



Mobile App made available by Innive for such access and use. The scope of Customer's use of the SaaS is subject to the terms and conditions of the Agreement, including any SaaS usage or other parameters or limitations set forth in the applicable Order. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable SaaS Modules.

**2.3. Free Trial Period.** In certain circumstances, Innive may offer Customer a Free Trial Period for one or more SaaS Modules. In that case, the applicable Order will indicate the start and end dates of the Free Trial Period and the SaaS Modules to which it applies. During a Free Trial Period, the applicable SaaS Modules are made available for Customer's trial use and evaluation on an "As-Is" basis without representations or warranties of any kind. Customer's right to use and evaluate the SaaS Modules provided during a Free Trial Period will expire at 12 midnight, Customer's local time, on the last day of the Free Trial Period unless Customer has placed an Order for a continuing subscription to the applicable SaaS Modules commencing at the end of the Free Trial Period.

**2.4. Hosting of the SaaS Software.** Customer acknowledges that Innive or its service provider will provide the Hosting Environment for the SaaS Software and that Customer will not receive copies of the SaaS Software for installation in Customer's computing environment. If the Hosting Environment is provided or managed by a third-party service provider, Customer acknowledges that Innive cannot offer any additional or modified operations or security procedures other than those employed by the service provider with respect to the Hosting Environment.

**2.5. Access Protocols.** Upon execution of an Order, Innive will provide to Customer the necessary access credentials and protocols to allow Authorized Users to access the applicable SaaS Software (the "Access Protocols"). Customer acknowledges that Authorized Users may be required to accept Innive's online Terms of Use and Privacy Policy before being permitted to access the SaaS Software, or an End User License Agreement ("EULA") prior to being permitted to download and install a Mobile App. Customer shall undertake reasonable efforts to make all Authorized Users aware of the provisions of the Agreement that are applicable their use of the SaaS and shall cause them to comply with such provisions. Customer acknowledges and agrees that, as between Customer and Innive, Customer shall be responsible for all acts and omissions of Authorized Users and for any activity, whether or not authorized by Customer, conducted using Authorized Users' access credentials.

**2.6. Company Account Administration.** Customer shall designate at least one Authorized User to act as Customer's Administrative User for each Order.

**2.7. Third-Party Content.** The SaaS may enable Authorized Users to search for, find, store, manage, and use third-party content of interest that is provided or made accessible through the SaaS. Customer acknowledges that Innive does not endorse, support, represent, or guarantee the completeness, truthfulness, accuracy, reliability, or other attributes of any third-party content, nor does Innive review or attempt to verify the accuracy or currency of any content other than Innive Content. As between Customer and Innive, Customer is solely responsible for (i) determining the suitability of any content for its intended use by Customer, and (ii) as necessary for its intended use, verifying the authenticity, integrity, and accuracy of the content prior to using it.

**2.8. Restrictions.** Customer agrees not to act outside the scope of the rights that are expressly granted by Innive in the Agreement and associated Orders. Further, Customer will not (i) use the SaaS in any manner that is inconsistent with the Agreement; (ii) except as expressly permitted under an SDK License (if any) granted by Innive to Customer, modify any program code of the SaaS Software or attempt to create or permit the creation of any derivative works of the SaaS Software; (iii) access or use the SaaS or in order to develop or support, or assist another party in developing or supporting any products or services competitive with the SaaS; (iv) decompile, reverse engineer (unless required by law for interoperability), or use any other method in an attempt to view or recreate any of the source code of the SaaS Software or extract any trade secrets from it; (v) use the SaaS to operate the business of a third party or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the SaaS on a third party's behalf, or to act as a service bureau or provider of application services to any third party; (vi) knowingly or intentionally re-use, disseminate, copy, or otherwise use the SaaS or associated content in a way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of Innive or any third party; or (vii) sell, lend, lease, assign, transfer, pledge, permit a lien upon, or sublicense any of the rights granted by the Agreement.

**2.9. No Interference with Service Operations.** Customer and its Authorized Users will not take any action designed or intended to: (a) interfere with the proper working of the SaaS; (b) circumvent, disable, or interfere with security-related features of the SaaS or features that prevent or restrict use, access to, or copying the SaaS Software or any content or other data, or that enforce limitations on use of the SaaS or content; or (c) impose (or which may impose, in Innive's sole discretion) an unreasonable or disproportionately large load on the SaaS Hosting Environment.



**2.10. Suspension of Services.** (a) Innive reserves the right to suspend delivery of the Services if Customer fails to timely pay any undisputed amounts due Innive under the Agreement, but only after Innive notifies Customer of the failure and the failure continues for 15 days. Suspension of the Services shall not release Customer of its payment obligations under the Agreement. Customer agrees that Innive shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of the Services resulting from Customer's nonpayment.

(b) Innive reserves the right to suspend delivery of the Services if Innive reasonably concludes that Customer or an Authorized User's use of the Services is causing immediate and ongoing harm to Innive or others. In the unusual event that Innive must suspend delivery of the Services, Innive shall immediately notify Customer of the suspension and the Parties shall diligently attempt to resolve the issue. Innive shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension of the Services in accordance with this Section 2.10. Nothing in this Section 2.10 will limit Innive's termination rights under Section 6.2 below.

**2.11. Access and Use of the SaaS from Outside the Territory.** The SaaS is offered for use in the Territory. As between Customer and Innive, Customer is solely responsible for compliance with Applicable Laws relevant to its Authorized Users accessing or using the SaaS while outside the Territory.

**2.12. Changes.** Innive may, in its sole discretion, make changes to any SaaS or its Hosting Environment that Innive deems necessary or useful to maintain or enhance the quality, delivery, cost-efficiency, performance, competitiveness of, or market for Innive's products and services or to comply with Applicable Law or Innive's Privacy Policy.

**2.13. FAR and DFARS.** The SaaS Software, each SaaS Module, and any associated documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to the Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12, and the Defense Federal Acquisition Regulation Supplement, codified in Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202. Any use, modification, reproduction, release, performance, display, or disclosure of the SaaS Software or its documentation by or for the United States Government is governed solely by the Agreement and is prohibited except to the extent expressly permitted by the Agreement or an Order.

### **3. CUSTOMER RESPONSIBILITIES.**

**3.1. Customer Content.** Customer is solely responsible for collecting, inputting and updating all Customer Content submitted to the SaaS, for having or obtaining all necessary permissions in connection therewith, and for ensuring that the Customer Content does not include anything that infringes, misappropriates, or otherwise violates the proprietary rights, privacy rights, or other rights of any third party or is obscene, defamatory, harassing, offensive, or malicious. Customer hereby grants to Innive and its service providers a limited, non-exclusive, non-transferable license to copy, store, configure, perform, modify, display, process, transmit, and otherwise use Customer Content as necessary to provide the SaaS and other Services to Customer.

**3.2. Access and Use Conditions.** As a condition to access and use of a SaaS, Innive may require Authorized Users to agree to and comply with Innive's end-user terms of use and online Privacy Policy.

**3.3. Account Responsibility.** Customer is responsible for securing its Access Protocols, including all user names, passwords, and other access credentials, and for all uses of any SaaS account that Customer or an Authorized User has access to, whether or not Customer has authorized or is aware of the particular use or user. Customer shall immediately notify Innive upon becoming aware of any unauthorized use of Customer's Access Protocols.

**3.4. Compliance with the Agreement and Applicable Laws.** Customer shall ensure that its and its Authorized Users' access to and use of the SaaS complies at all times with the Agreement and Applicable Laws. Innive may suspend access and use rights of any Authorized User whom Innive believes is in violation of this Agreement.

**3.5. Training.** Customer shall use commercially reasonable efforts to cause Authorized Users to be suitably educated and training in the proper use of the SaaS.

**3.7. Assistance.** Customer shall provide such cooperation and assistance as Innive may reasonably request from time to time to enable Innive to fulfill its obligations and exercise its rights under the Agreement.



#### 4. OTHER SERVICES.

**4.1. Support Services.** Each SaaS subscription includes Innive's standard maintenance and support services, as described in **Attachment A ("Support Services")**, for the applicable SaaS. Innive may also offer optional upgraded Support Services for an additional fee.

**4.2. Professional Services.** If Innive has agreed to perform Professional Services under the Agreement, the Parties shall prepare and sign a Statement of Work describing the Professional Services to be performed and setting forth any other pertinent details, including the locations at which the Professional Services will be performed, the planned schedule of performance, the deliverables (if any) to be produced by Innive and delivered to Customer, the amount and manner of payment of Innive's fees for the Professional Services, and any associated responsibilities of relating to the Professional Services. Customer's obligation to pay the Subscription Fees set forth in an Order is not dependent on Innive's performance of or agreement to perform any Professional Services pursuant to an SOW.

**4.3. Service Level Agreement.** The Service Level Agreement ("**SLA**") for the Services is set forth in **Attachment B** hereto. The SLA sets forth Customer's sole remedies for any unexcused failure of Innive to meet any Service Level Objective set forth in the SLA.

#### 5. FEES AND PAYMENT.

**5.1. Fees.** Innive's fees for the Services shall be as set forth in each Order and shall be payable as stated in the Order. All fees are stated in U.S. dollars and must be paid in U.S. dollars. Unless and except as otherwise expressly provided in the Agreement or an Order, all fees are non-refundable.

**5.2. Expenses.** Customer will reimburse Innive for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Innive shall notify Customer prior to incurring any such expense. Innive shall comply with Customer's travel and expense policy if made available to Innive prior to the required travel.

**5.3. Taxes.** Innive shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the Services. Customer shall not be liable for taxes based on Innive's net income, capital, or corporate franchise.

**5.4. Invoicing and Payment.** Innive may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Innive 30 days after the mailing date of the invoice (unless otherwise specified on the applicable Order). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

**5.5. Payment Disputes.** If Customer believes that Innive has billed Customer incorrectly, Customer must so notify Innive no later than 30 days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Innive's customer support department or the applicable Customer Account Manager.

**5.6. No Deductions or Setoffs.** All amounts payable to Innive hereunder shall be paid by Customer to Innive in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

**5.7. Subpoena Expenses.** If Innive has to provide information in response to a subpoena related to Customer's account, then Innive may charge Customer for Innive's costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents, and participating in depositions or other legal process, as well as other costs incurred in complying with such legal processes.

#### 6. DURATION AND TERMINATION.

**6.1. Duration of Agreement.** The Agreement commences on the Subscription Term start date set forth in the first Order executed by both Parties and continues until all Orders entered into by the Parties have expired or been terminated in accordance with the Agreement.

**6.2. Termination.** Either Customer or Innive may terminate the Agreement and all Orders or only affected Orders (a) for cause upon written notice to the other Party if the other Party has committed a material breach of the Agreement and the breach remains uncured 30 days after the breaching Party has received written notice of the breach from the non-breaching Party, or (b) if the other Party enters or becomes subject to a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.



**6.3. Effect of Termination on Fees.** If the Agreement is terminated by Customer pursuant to Section 6.2, any pre-paid fees for the unused portion of the terminated Subscription Term will be refunded to Customer. In all other cases, all fees paid or payable for the terminated Subscription Term are non-cancellable and non-refundable and any unpaid fees for the remainder of the terminated Subscription Term will become immediately due and payable.

**6.4. Other Effects of Termination.** Effective immediately upon expiration or termination of the Agreement, (i) all rights granted to Customer under the Agreement will cease and revert to Innive, (ii) Customer shall cease all use of the SaaS, and (iii) neither Party will have continuing rights to use any Confidential Information of the other Party or to exercise any Intellectual Property Rights of the other Party that were licensed under the Agreement. However, Customer shall have 30 days after any such expiration or termination to download or otherwise obtain an extract of any Customer Content stored by the SaaS at the time of expiration or termination. If Customer requires that Innive export a copy of Customer Content to an external repository for download by Customer, Customer's Administrative User shall be responsible for identifying the applicable repository, and Customer shall be responsible for the adequacy of its security. If Customer requires any other disengagement assistance from Innive in connection with termination, Customer shall submit its request in the form of a proposed Statement of Work.

**6.5. Survival.** Any provision of the Agreement that contemplates or governs performance or observance subsequent to its termination or expiration, or which is necessary for the proper interpretation, administration or enforcement of the Agreement, will survive the expiration or termination of the Agreement (or the applicable Order) for any reason.

## **7. ALLOCATIONS OF RISK.**

**7.1. Representations and Warranties.** (a) Each Party represents to the other (i) that the execution and performance of its obligations under the Agreement will not conflict with or violate any provision of Applicable Law or any other agreement or order by which the representing Party is bound; and (ii) that the Agreement and each Order, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

(b) Innive warrants that any Professional Service performed by Innive under the Agreement will be performed in a good and workmanlike manner in accordance with prevailing industry standards and that the SaaS Software will perform substantially as described in its documentation. In the event of a breach of this warranty, Innive's sole obligation and Customer's sole remedy will be for Innive to correct or re-perform the affected Professional Service or correct the affected SaaS Software without undue delay to remedy the breach, at no charge to Customer.

**7.2. DISCLAIMERS.** (a) **CUSTOMER REPRESENTS THAT IT IS ENTERING THE AGREEMENT WITHOUT RELYING UPON ANY INNIVE REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INNIVE DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, SYSTEM RELIABILITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**

(b) **CUSTOMER ASSUMES COMPLETE RESPONSIBILITY, WITHOUT ANY RECOURSE AGAINST INNIVE, FOR THE SELECTION OF THE SAAS TO ACHIEVE CUSTOMER'S INTENDED RESULTS. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM USE OF THE SAAS, INCLUDING THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH RESULTS. INNIVE DOES NOT WARRANT THAT THE SAAS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE SAAS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.**

(c) **INNIVE DOES NOT GUARANTEE THAT THE SAAS OR OTHER SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT INNIVE WILL CORRECT ALL SAAS SOFTWARE ERRORS. CUSTOMER ACKNOWLEDGES THAT INNIVE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. NEITHER INNIVE NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANTS OR GUARANTEES THAT THE OPERATION OF THE SAAS WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL INNIVE OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.**

**7.3. Indemnification of Customer by Innive.** Innive agrees to defend Customer and its directors, officers and employees from and against any Claim that the SaaS Services infringes any Claim that the SaaS infringes any patent, copyright, or trademark or misappropriates any trade secret, or that Innive's negligence or willful misconduct has caused bodily injury or death and to pay



all Losses finally awarded against such parties or agreed to in a written settlement agreement signed by Innive, to the extent arising from the Claim. Innive shall have no liability for any Claim based on (a) any Customer Content, (b) modification of the SaaS Software not authorized by Innive, or (c) use of the SaaS other than in accordance with its documentation and the Agreement. Innive may, at its sole option and expense, procure for Customer the right to continue use of the SaaS, modify the SaaS Software in a manner that does not materially impair its functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

**7.4. Indemnification of Innive by Customer.** Except for any Claims in respect of which Innive is obligated to indemnify Customer under Section 7.3, Customer agrees to defend Innive and its directors, officers and employees from and against any Claim that the Customer Content infringes any patent, copyright, or trademark, or misappropriates any trade secret, Customer shall defend Innive against the claim at Customer's expense and Customer shall pay all Losses finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the Claim.

**7.5. Indemnification Procedures.** If any third party makes a Claim covered by Section 7.3 or Section 7.4 against an indemnified Party (the "**Covered Party**") with respect to which the Covered Party intends to seek indemnification under the Agreement, the Covered Party shall give prompt written notice of the Claim to the indemnifying Party, including a brief description of the amount and basis for the claim, if known. Upon receiving such notice, the indemnifying Party shall be obligated to defend the Covered Party (and its indemnitees) against the Claim and shall be entitled to assume control of the defense and settlement of the Claim. The indemnified Party may participate in the defense and settlement of the Claim at its own expense, using its own counsel, but without any right of control. The indemnifying Party shall keep the indemnified Party reasonably apprised as to the status of the Claim. Neither the indemnifying Party nor any indemnified Party shall be liable for any settlement of a Claim made without its consent.

**7.6. Limitation of Liability.** Except as expressly provided in this Section 7.6, neither Party (nor any licensor or other supplier of Innive) shall have any liability under or in connection with the Agreement for any indirect, incidental, consequential, special, exemplary or punitive damages, nor any liability for lost profits, loss of data, loss of business opportunity, or business interruption, regardless of the theory of liability (including theories of contractual liability, tort liability (including negligence and strict liability), even if the liable Party knew or should have known that those kinds of damages were possible. Each Party's maximum cumulative liability under or in connection with the Agreement shall never exceed the injured Party's actual direct damages, capped at an amount equal to the greater of (i) the total amount paid under the Agreement by Customer to Innive during the 12-month period preceding the occurrence of the event giving rise to liability, or (ii) 12 times the monthly Subscription Fee for the relevant Subscription Term. The foregoing limitations of liability shall not be applicable to a Party's indemnification obligations under this Section 7 or to any damages that the liable Party is not permitted to disclaim (or, as applicable, limit) under Applicable Law. Customer acknowledges that this Section 7.6 is an essential part of the Agreement, absent which the economic terms and other provisions of the Agreement would be substantially different.

## **8. PROPRIETARY RIGHTS.**

**8.1. Services and Innive Content.** The Services (including the SaaS Software) and Innive Content, and all Intellectual Property Rights in and to them, are and shall remain owned by Innive (and its licensors, as applicable) and are protected by copyright, trademark, patent, trade secret, and other laws and treaties.

**8.2. Trademarks.** If Innive agrees to create, at Customer's request, any Customer-branded or co-branded user interfaces through which Authorized Users will access the SaaS, Customer hereby grants to Innive during the Subscription Term a non-exclusive, worldwide, royalty-free license to use and display Customer's name, logo and other trademarks ("**Customer Trademarks**") designated by Customer on such user interface(s). In such event, Innive will use the relevant Customer Trademarks in accordance with Customer's then-current trademark usage guidelines, if any, provided by Customer to Innive and only for the agreed purposes. Subject to the foregoing license, Customer will retain all Intellectual Property Rights that it may have in and to the Customer Trademarks, and all use thereof by Innive shall inure to the sole benefit of Customer.

**8.3. Innive Content and Service Usage Data.** As between Innive and Customer, Innive shall be and remain the sole owner of all Innive Content, as well as all data in aggregate, statistical, or de-identified form pertaining to usage of the Services.

**8.4. Feedback.** If Innive receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Services or any other Innive products, offerings or services ("**Feedback**"), Innive may use, disclose and exploit such Feedback in perpetuity without restriction and without paying



any royalties or other compensation or giving attribution, including to improve the Services and to develop, market, offer, sell and provide other products and services.

**8.5. Reservation of Rights.** Customer acknowledges that there are no licenses granted by Innive by implication under the Agreement. Innive reserves all rights that are not expressly granted herein.

**9. CONFIDENTIALITY OBLIGATIONS; PUBLICITY.** All activities of the parties under or in relation to the Agreement are subject to the confidentiality terms attached hereto as **Attachment C**. Neither Party may use the name of the other in any published advertising or publicity materials without the prior written consent of the other party. However, and notwithstanding anything to the contrary in **Attachment C**, Innive may include Customer's name on Innive's customer list and may describe briefly, and in general terms, the nature of the services provided by Innive to Customer.

#### **10. DATA PROCESSING, ACCESS & DEPLOYMENT AGREEMENT.**

Set forth as **Attachment D** hereto is a Data Processing, Access & Deployment Agreement which provides supplemental terms and conditions concerning the processing of Customer Content.

#### **11. GENERAL.**

**11.1. Governing Law.** The validity, construction, and interpretation of the Agreement and the rights and duties of the Parties shall be governed by the laws of the California and controlling U.S. federal laws without regard to principles of conflicts of laws. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to the Agreement.

**11.2. Dispute Resolution.** (a) Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be decided by a single arbitrator in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its then-current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs, fees and expenses incurred in connection with the arbitration proceeding, including attorneys' fees and expenses and witness costs and expenses. The arbitrator shall apportion the fees, expenses and compensation of the American Arbitration Association and the arbitrator between the parties in such amount as the arbitrator determines is appropriate. Arbitration shall take place in Santa Clara County, California, unless the Parties mutually agree to another location. Notwithstanding the foregoing, a Party may, without waiving any remedy under the Agreement, seek from any court with jurisdiction, interim or provisional equitable relief necessary to protect such party's rights or property. Any civil action seeking injunctive relief, challenging an arbitration proceeding or award or otherwise related to the Agreement will be instituted and maintained exclusively in the federal or state courts situated in Santa Clara County, California.

**(b) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY TRANSACTION AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE AGREEMENT.**

**11.3. Force Majeure.** Notwithstanding any other provision of the Agreement, neither Party shall be deemed in default or breach of the Agreement or liable for any loss or damages or for any delay or failure in performance (except for the payment of money) due to any cause beyond the reasonable control of, and without fault or negligence by, such Party.

**11.4. Insurance.** Innive shall have and maintain in force throughout the Subscription Term insurance coverage in types and amounts customarily maintained by reputable companies in the same or similar line of business as Innive.

**11.5. Notice.** All notices required or permitted under the Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The notice address for Innive and Customer shall be their respective addresses specified in the applicable Order. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail and (ii) in the case of overnight courier or hand delivery, upon delivery. Either Party may change its notice address by giving written notice to the other party by the means specified in this Section.

**11.6. Construction; Headings.** No provision of the Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision. The headings in the Agreement are for reference purposes only and shall not be deemed to have any substantive effect.



**11.7. Severability.** If any provision of the Agreement is held by an arbitrator or court of competent jurisdiction to be contrary to or unenforceable under Applicable Law, then the remaining provisions of the Agreement will remain in full force and effect and the Parties agree to replace the offending provision with an enforceable provision reflecting the intent of the original provision as nearly as possible in accordance with Applicable Law.

**11.8. Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of the Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of the Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of the Agreement.

**11.9. Entire Agreement; Amendments.** The Agreement (including Orders entered under it) constitutes the entire agreement between Innive and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. The Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. The Agreement may be amended only by an instrument in writing executed by the Parties' duly authorized representatives.

**11.10. Counterparts; Signatures.** The Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of the Agreement. For purposes of the Agreement, a facsimile copy of a Party's signature made by reliable means shall be sufficient to bind such Party.

**Attachment A**

**Maintenance and Support**

**1. Standard Support Services.** The following Innive standard Support Services are included in SaaS subscriptions:

1. Reasonable technical support and assistance for Authorized User requests by telephone or sent via email to [insert URL for customer support] during Innive’s normal business hours (which are [8am to 6 pm Pacific Time, Monday through Friday, excluding public holidays] unless otherwise specified in the applicable Order);
2. Bug fixes and code corrections to correct SaaS Software malfunctions in order to bring it into substantial conformity with the operating specifications.
3. Access to Updates of the SaaS Software that Innive implements during the Subscription Term; and
4. Up to 5 dedicated contacts designated by Customer in writing that will have access to Support Services.

**2. Premium Support Services.** Premium Support Services may be offered for an additional fee.

**3. Scheduled and Emergency Maintenance.** Innive reserves the right to take down applicable servers hosting the SaaS Software to conduct scheduled and emergency maintenance. Innive will use commercially reasonable efforts to perform scheduled maintenance outside regular business hours and will provide at least 24 hours’ advance notice for non-emergency maintenance. Innive will not be responsible for any damages or costs incurred by Customer due to unavailability of the SaaS during scheduled or emergency maintenance.

**4. Incident Response and Resolution Goals.** Innive will use commercially reasonable efforts to achieve the following incident response and resolution goals:

Incident Classification and Response Hours	Incident Definition	Incident Response and Resolution Goals
<b>Critical Severity Incidents</b>  7am to 7pm Eastern Time – All days	Service-affecting problems that cause the SaaS to be unavailable to or unusable by Authorized Users.	First contact within 60 minutes and updates every 3 hours until resolved. Target resolution: within 24 hours from first contact provided the issue is not caused by the Hosting Environment service provider or third-party applications, including authentication.
<b>High Severity Incidents</b>  7am to 7pm Eastern Time, Monday through Friday, excluding public holidays	Service-affecting problems that cause the Service to be unavailable to or unusable by a substantial sub-set of (but not all) authorized end users or that cause significant Service components (but not the Service as a whole) to be unavailable to or unusable by end users.	First contact within 2 hours and updates every 4 hours until resolved. Target resolution: within 48 hours from first contact provided the issue is not caused by the Hosting Environment service provider or third-party applications, including authentication.
<b>Medium Severity Incidents</b>  8am to 6pm Eastern Time, Monday through Friday, excluding public holidays	Service-affecting problems that cause the SaaS to be unavailable to or unusable by a small sub-set of (but not all) Authorized Users or that cause any SaaS Modules (but not the SaaS as a whole) to be unavailable to or unusable by Authorized Users.	First contact within 1 business day and updates daily. Target resolution within 1 week provided the issue is not caused by the Hosting Environment service provider or third-party applications, including authentication.

<p><b>Low Severity Incidents</b></p> <p>8am to 6pm Eastern Time, Monday through Friday, excluding public holidays</p>	<p>Service-affecting problems that do not cause the SaaS to be unavailable or unusable but impact functionality and/or user experience. For example, a user may need a work-around to complete a task, or a cosmetic issue.</p>	<p>First contact within 2 business days and updates weekly. Target resolution within a mutually agreed timeframe based on monthly prioritization meetings/discussions. Individual Incidents may be escalated to Medium Priority if they adversely affect consumer or public perception of Customer's products or services.</p>
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### Service Level Credit – for Incident Resolution Failure

Incident Severity	Service Credit
Critical Severity Incidents	3% of the Service Cost portion of the Monthly Subscription Fee, for every failure
High Severity Incidents	2% of the Service Cost portion of the Monthly Subscription Fee, for every failure
Medium Severity Incidents	<p>Target is to meet 90% of the incidents within the agreed time.</p> <p>2% of the Service Cost portion of the Monthly Subscription Fee if the provider fails to meet the 90% target in any given month.</p> <p>The achievement calculation for the month will be reset at the beginning of each month and will not be cumulative.</p>
Low Severity Incidents	Not Applicable

## EXCEPTIONS AND EXCLUSIONS – EXCUSABLE FAILURES TO MEET SLOS

Customer will not be entitled to receive a Service Level credit (Incident Resolution) under this SLA for any service Customer is not purchasing from Provider, or in connection with any failure to meet a Service Level Objective that results from or is otherwise attributable to any of the following:

- Failure of third-party internet access or cloud platform or cloud infrastructure or cloud software or solution provider, or access circuits to the Service, unless the failure is caused solely by the fault of Provider
- Published maintenance and other SLA terms of the Cloud Service Provider (Google Cloud or other cloud services)
- Issues in data quality, data corruption or data erasure, network connectivity, database and application connectivity, system and application performance, configuration and execution of the extract programs running within the in-house systems of the customer, database, authentication and single sign-on mechanisms, on-premises as well as cloud-based systems of the customer.
- Issues with third party data sources and systems, that are Customer controlled and customer authorized, including connectivity issues, availability, application and API call performances, authentication issues, changes to data structures or API signatures or Authentication mechanism, data quality, extract performance and other technical integration and data related issues.
- Failure of third-party hardware, software or services not within Provider's reasonable control
- Performance of emergency maintenance
- False reports of outages or other problems

- Use of any Provider services or property by Customer's personnel or end users in violation of the Agreement or Provider policies, or in violation of applicable laws or regulations
- Any "Force Majeure" event or other circumstance beyond Provider's reasonable control

#### SERVICE LEVEL CREDIT REQUEST AND PAYMENT PROCEDURES

In order to be eligible to receive a Service Level Credit under this SLA:

1. Customer's account with Provider must be current and in good standing at the time credit is requested.
2. Customer must submit a written request for credit through their Provider account representative:
  - Within 10 business days after the end of the month in which the failure occurs
    - for any failure of Provider to meet SLA for incident resolution.

Within 30 days from the close of each month, the applicable Service Level Credit owed for the month will be calculated and provided to the Customer as an account credit to their Service Account, with suitable notification to the customer. Credits are exclusive of any applicable taxes charged to Customer or collected by Provider. At the time of the annual renewal, the credits in the account will be adjusted against the invoice for the annual subscription cost of the following year. In case of non-renewal, the amount remaining in credit, net of any other charges or outstanding in the account, will be calculated and refunded to the Customer. A customer may have more than one service account with the Provider, and the terms and conditions will apply individually to each service account.

**Under no circumstances will Customer be entitled to receive a Service Level Credit for any month in a total amount exceeding the total amount of the recurring Subscription Fee paid or owed by Customer for that month.**

Service Level Credits as set forth in this SLA are Customer's sole and exclusive remedy for any event giving rise to a Service Level credit but are without prejudice to Customer's termination rights under the Agreement. No Service Level Credit under this SLA shall be construed as a penalty, or as an admission or acknowledgment of unsatisfactory contract performance by Provider.

## Attachment B

### Non-Disclosure Terms

All activities of the Parties under or in relation to the Agreement are subject to the following terms and conditions with respect to Confidential Information:

#### 1. OBLIGATIONS AND PERMITTED USES

With respect to the disclosing Party's Confidential Information, the receiving Party and its personnel will:

- (a) **hold all Confidential Information received from or on behalf of the disclosing Party in strict confidence and protect the disclosing Party Confidential Information from any unauthorized disclosure or use by using the same degree of care as it uses to protect its own similar confidential information, but no less than a reasonable degree of care;**
- (b) **not, except with the prior written approval of the disclosing Party, disclose any the disclosing Party's Confidential Information to any third party except as expressly permitted by Section 1(e) below;**
- (c) **use the disclosing Party's Confidential Information only for the purpose of performing the receiving Party's obligations and exercising its rights under the Agreement, and not otherwise for the benefit of the receiving Party or any other party (which prohibition includes use of the disclosing Party Confidential Information in or for published papers and presentations, or its use in or for research that is subject to licensing or ownership obligations to any government or other entity);**
- (d) **reproduce the disclosing Party's Confidential Information only as reasonably necessary for the purpose of performing the receiving Party's obligations and exercising its rights under the Agreement;**
- (e) **limit disclosure of the disclosing Party's Confidential Information to only those of its personnel (employees, contractors, and professional and legal advisors) who have a need to know such Confidential Information for the purposes of the Agreement, who have been advised of the receiving Party's obligations herein, and who are bound to the receiving Party to preserve the confidentiality of such Confidential Information consistent with the terms hereof; and**
- (f) **not engage in or permit any efforts to reverse engineer, disassemble or decompile any prototypes, software or other tangible objects provided to it pursuant to the Agreement that embody the disclosing Party's Confidential Information in an attempt to derive the source code for any software or discern any trade secrets.**

Any breach or violation of this Section 1 shall constitute a material breach of the Agreement.

#### 2. EXCEPTIONS

The foregoing obligations of confidentiality shall not apply to any particular disclosing Party Confidential Information that the receiving Party can demonstrate by written records:

- (a) **was publicly disclosed prior to disclosure to the receiving Party, or, subsequent to disclosure to the receiving Party, is publicly disclosed through no fault of the receiving Party;**
- (b) **was known to or otherwise independently developed by the receiving Party prior to the date of its disclosure by or on behalf of the disclosing Party, which knowledge was acquired independently and not from the disclosing Party or its personnel, as shown by documents and other competent evidence in the receiving Party's possession prior to the time of disclosure; or**
- (c) **is subsequently disclosed to the receiving Party in good faith by a third party who has a right to make such disclosure to the receiving Party without any obligation to restrict its further use or disclosure.**

### 3. COURT ORDERS OR GOVERNMENT ORDERS

If the receiving Party is required to disclose any of the disclosing Party's Confidential Information in response to a valid order of a court or other valid governmental body in the United States, the receiving Party agrees to give the disclosing Party reasonable advance notice of the required disclosure (unless it is not legally permitted to do so) in order to afford the disclosing Party a reasonable opportunity to contest the disclosure or seek a protective order, and the receiving Party agrees to reasonably cooperate with such the disclosing Party efforts.

### 4. NO LICENSE

No license to any of the Parties' respective trademarks, patents, copyrights, or any other intellectual property rights is either granted or implied by this **Exhibit A** or any disclosure of the disclosing Party's Confidential Information pursuant to the Agreement, including but not limited to, any license to make, have made, use, sell, offer to sell, or import any device or item embodying any the disclosing Party's Confidential Information.

### 5. NO OBLIGATION

Neither the Agreement nor the disclosure or receipt of the disclosing Party's Confidential Information shall be construed as creating any obligation of the disclosing Party to furnish more or other the disclosing Party Confidential Information to the receiving Party.

### 6. RETURN OF CONFIDENTIAL INFORMATION

Upon the disclosing Party's written request to the receiving Party, the receiving Party will return to the disclosing Party (or, at the disclosing Party's direction, destroy) all of the Confidential Information received from or on behalf of the disclosing Party (including all copies and derivative works made by the receiving Party) and will cease all use of such the disclosing Party's Confidential Information. Upon request of the disclosing Party, the receiving Party will certify to the disclosing Party, in writing, that all such disclosing Party Confidential Information (including all copies thereof) has been returned or destroyed and all use of the disclosing Party's Confidential Information has been discontinued.

### 7. REPRESENTATION

The disclosing Party represents that it has the right to disclose its Confidential Information disclosed to the receiving Party under the Agreement.

**Attachment C**  
**Service Level Agreement**

Revised: July 12, 2020

**INTRODUCTION**

This Service Level Agreement ("SLA") establishes the performance objectives applicable to the SaaS under the Agreement and provides Customer certain rights and remedies in the event of an unexcused failure of Innive to meet them.

**COVERED SERVICES**

This SLA covers and applies to the following SaaS Modules to be provided by Innive under the Agreement:

SaaS Modules Subject to Service Level Objectives
<ul style="list-style-type: none"> <li>• [Module 1 name]</li> <li>• [Module 2 name, etc.]</li> </ul>

**SERVICE LEVEL OBJECTIVES AND SERVICE LEVEL CREDITS**

The following are Innive's Service Level Objectives ("SLOs") for the above-listed SaaS Modules. These SLOs will take effect for Customer starting on the date of Customer's first use of the specified SaaS Modules in live production operations. The Service Level Credits that Customer will be entitled to receive in the event of an unexcused failure by Innive to meet the SLOs are also set out in the following table – they become applicable starting with the first full calendar month after Customer's first live production use of the specified Service Modules.

Service Level Objectives and Credits
<p>Service Component Availability:</p> <ul style="list-style-type: none"> <li>• [Module 1 name] - 99.5% per month</li> <li>• [Module 2 name] - 99.5% per month</li> </ul>

"Availability" means the percentage of the scheduled hours of availability during a calendar month that the indicated SaaS Module (or the Hosting Environment) is actually available to its intended users. Availability is calculated according to the following formula:

$$\frac{(\text{Scheduled Hours of Availability} - \text{Downtime})}{\text{Scheduled Hours of Availability}} \text{ Where:}$$

"Scheduled Hours of Availability" means the total number of hours during the month that the indicated SaaS Module or the Hosting Environment is scheduled to be available - excluding scheduled maintenance windows.

"Downtime" means the total number of hours during the month that the indicated SaaS Module or the Hosting Environment is not available for use by its intended users during scheduled hours of availability.

**Service Level Credit for System Availability:** A percentile of the applicable month's Subscription Fee for the affected SaaS Module(s) (or the Hosting Environment)) for each cumulative hour of Downtime (or portion thereof rounded to the next hour) during the month in excess of the amount of Downtime allowed by the SLO.

Monthly Uptime Percentage	Service Level Credit
Less than 99.5% but >= 99.2%	5% of the monthly Subscription Fee
Less than 99.2% but >= 99.0%	10% of the monthly Subscription Fee
Less than 99.0% but >= 98.7%	15% of the monthly Subscription Fee
Less than 98.7%	20% of the monthly Subscription Fee

#### EXCEPTIONS AND EXCLUSIONS – EXCUSABLE FAILURES TO MEET SLOS

Customer will not be entitled to receive a Service Level credit under this SLA for any failure to meet a Service Level Objective that results from or is otherwise attributable to any of the following:

- Failure of third-party internet access or cloud platform or cloud infrastructure or cloud software or solution provider, or access circuits to the SaaS, unless the failure is caused solely by the fault of Innive
- Published maintenance and other SLA terms of a third-party Hosting Environment provider
- Third-party data sources and systems, both Customer owned or managed or third-party owned or managed, including customer-managed or third-party authentication systems
- Failure of third-party hardware, software, or services not within Innive's reasonable control
- Performance of emergency maintenance
- False reports of outages or other problems
- Use of any Innive services or property by Customer's personnel or end users in violation of the Agreement
- Any "Force Majeure" event or other circumstance beyond Innive 's reasonable control

#### SERVICE LEVEL CREDIT REQUEST AND PAYMENT PROCEDURES

In order to be eligible to receive a Service Level Credit under this SLA:

1. Customer's account with Provider must be current and in good standing at the time credit is requested;
2. Customer must submit a written request for credit through their Innive account representative within 10 business days after the end of the month in which the failure occurs

For purposes of calculating a Service Level Credit to which Customer may become entitled, the "monthly Subscription Fee" consists solely of the base monthly subscription fee paid by Customer for the affected SaaS Module(s) and excludes all other fees that may be charged to Customer, including, by way of example and not limitation, up-front fees to establish, set up, and configure the SaaS Modules and associated Hosting Environment for Customer, as well as third-party transaction fees (if applicable).

Each Service Level Credit owed will be applied to an invoice of Customer within two billing cycles after Innive's receipt of Customer's valid request for credit. Credits are exclusive of any applicable taxes charged to Customer or collected by Innive.

**Under no circumstances will Customer be entitled to receive a Service Level Credit for any month in a total amount exceeding the total amount of the Subscription Fee paid or owed by Customer for that month.**

Service Level Credits as set forth in this SLA are Customer's sole and exclusive remedy for any event giving rise to a Service Level Credit but are without prejudice to Customer's termination rights under the Agreement. No Service Level Credit under this SLA shall be construed as a penalty or as an admission or acknowledgment of unsatisfactory contract performance by Innive.

## Attachment D

### Data Processing, Access & Deployment Agreement

#### Data Authorization and Data Use Agreement

The terms and conditions of the Data Use Agreement executed with <DISTRICT NAME> on Oct 22,2020, to the extent relevant and applicable for data handling and other details, will apply to this Agreement. Innive is explicitly provided the authorization to receive and process the student information and other details for the purpose of providing services under the Subscription Agreement.

#### Data Processing

Innive and Customer will determine the following details related to data processing prior to the start of the services under the Subscription Agreement

1. Details of each source, content and format of data from each source, the mode of getting data, full-load vs incremental load, authentication, error handling and re-processing, Data sources include sources owned or managed by the Customer (on-premises or cloud), owned or managed by third parties for the Customer, public sources recommended or agreed to by the Customer, user uploads and user provided data agreed to by the Customer.
2. Frequency of receipt of the information, including any differences in frequency during month-end, beginning of year, end of year, end of semester or other events.
3. Process for escalating to the Customer, in case of data issues, including connectivity, access, incomplete data, errors in data, delays in getting the details, non-compliant format or other issues.

Customer acknowledges that Innive is providing data processing services, as part of the managed services, to service the customer with update data, but the service is dependent on various factors beyond the control of Innive. Innive will diligently execute the data processing tasks, with reasonable efforts, and inform the customer in a timely manner of any significant issues in data due to any reasons. In particular, Innive is not responsible for issues arising out of the following reasons

- a. Issues in source, meaning any source from where data is being extracted or interfaced as part of the Data Processing, including issues in data arising out of connectivity, access, incomplete data, duplicates, wrong data, data errors, delays in getting the details, non-compliant format or other issues.
- b. Changes to sources or change to the structure of data from a given source, unless such change is agreed to by Customer and Innive, with associated details of timelines, efforts and costs to address the changes, as applicable.

Customer is responsible for coordinating the efforts with its internal teams as well as any third-party sources from where data is required to be interfaced. The customer will own such issues, engage with the relevant teams, work with them to address the issues in a timely manner. Innive is not responsible for any disruption or impacts to using the subscribed services due to the data issues described above.

#### Data Access

- a. Users, roles, role groups and permissions for roles/role groups are set up in subscribed modules by the customer users, or by the Innive team, with the approval of the customer. Customer owns the security and access setup, facilitated by the capabilities provided by Innive. Access levels of any person, which is not in compliance with the policies of the organization are the responsibility of the customer and not that of Innive.

- b. Customer users are not expected to use generic accounts, or weak passwords or share their application credentials with other users. Any breach happening due to such practices of users are outside the scope of Innive's responsibility.
- c. Customers will be responsible for testing the security implementation in a pre-production environment and approve the deployment to Production. Any issues seen in production, which were missed in the pre-production environment will not be a responsibility of Innive.
- d. Customer users are allowed the option to download information from the application. Customer users are advised caution in downloading or exporting any information from the subscribed system. Authorized personnel of the customer will be responsible to specify the permissions to download, and also restrict the scope of download of information. Innive is not responsible for the safety and control of the data downloaded, including any kind of sharing by the Customer users.
- e. Customer acknowledges that Innive solution include reports/dashboards that display personally identifiable information. Innive will provide the required details to authorized personnel of the Customer to review the dashboards and reports that provide the PII, and the roles/role-groups that have access to them. The authorized users of the customer will require to review and approve the PII permissions as part of the application configuration, both initial set-up and on-going usage, and the Customer will be responsible for the permissions provided for the PII information access to their users.

### **Compliance Verification & Confirmation**

- a. All deployments to production instance, whether the initial enablement or any subsequent changes, will be first deployed to a Pre-Production or UAT instance for testing and validation by the Customer.
- b. Customer users are expected to validate the security setup, access levels, review the data integration, storage and retrieval processes, review the PII restrictions and access, to confirm that Innive's data processes and application systems are meeting the compliance requirements, including the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, 34 Code of Federal Regulations Part 99, and the California Education Code sections 49060-49085, as applicable.
- c. Customer will provide a formal sign-off for deployment to Production instance, and enablement of any change in Production instance. Customer explicitly agrees that the sign off provided by Customer's authorized personnel for Production Deployment Approval, whether explicitly through a formal sign-off document or other means mutually agreed between the Customer and Innive, confirms their verification and acceptance of the regulation compliance and data security arrangements.

### **Pre-Production Testing and Sign Off**

- a. This is a formal document that authorized user(s) of the customer will execute, at the end of the testing, confirming their testing of the application, and approving Innive to move the application, new modules, new features, bug fixes, enhancements, configuration changes or other changes or improvements.
- b. The document will be executed, digitally or otherwise, when any module is approved for Production use, and when any deployment is done for Production, for bug fixes, enhancements, or other changes.
- c. The document will serve as the agreement for
  - 1. Scope of deployment and testing and acceptance of the scope
  - 2. Confirming that there are no outstanding Critical Severity Issue
  - 3. If there are any High Severity issue recorded, the document will layout details of the issue, work around if any, timeline and steps mutually agreed between Innive and the Customer to handle

the High Severity issue. Deployments made with such approval may not qualify for the Service Level Credit – for Incident Resolution Failure in Attachment A.

4. List of outstanding Medium and Low Priority Bugs, and enhancement requests, with timeline for addressing the Medium and Low Priority Bugs. Enhancement requests will be evaluated by Innive, and follow the Enhancement Request process for prioritization, approval and deployment.
5. Any known issues or limitations, not in the nature of bugs, including browser specific compatibility or CSS issues.

## Attachment E

### Fully Managed Services, Support & Enhancements

#### 1. Fully Managed Service

Innive offers a unique class of fully managed service, a full package of pre-built analytics, a robust, comprehensive data warehouse, on-going data integration from various sources, provisioned and fully managed on the cloud, with training and adoption support, periodic upgrades, and regular maintenance.

- We take a 360° holistic view, recommending integrated analytics that blends cross-functional, disparate areas, addressing customer needs with industry best practices tailored to specific needs.
- We offer a complete pack of pre-built analytical solutions, including role-based dashboards, analytical pages, and visualizations, with data discovery and ad-hoc-reporting. Our data storytelling specialization is reflected well in the high-quality dashboards we provide, which are business-friendly and configurable to meet our customers' specific needs.
- The subscribed to module comes with the scope and functionality determined at the time of start of the subscription, plus any enhancement or changes explicitly spelled out and agreed to at the start of the subscription.
- We make the dashboard role-specific and choose the right set of KPIs and measurements, with applicable dimensions and default views to provide the right kind of experience to the business users.
- We integrate data from all the agreed data sources, using EdFi and custom adapters, and enable an EdFi powered ODS, Innive designed Datamart and Innive Datawarehouse, supporting both operational and longitudinal views.
- We handle the one-time integration and also the day to day continued integration of data. We set up the required processes, including the schedules, dependencies, and error-handling routines, to get the data from each source on a scheduled basis. We support flexible schedules per the needs of the customer, including near-real-time reporting.
- We set-up and host all the required infrastructure on the cloud, including support for pre-production environments (Development, Test, Training, UAT, and Pre-Prod), monitor the environments, and suitably scale up the instances to meet the customer needs. We take care of all the upgrades and other requirements of the cloud services.
- We provide elaborate training for the various teams – technical team, data integration team, application administration team, business administrators and super users, and end-users. We offer a comprehensive set of technical, functional, and real-life use case scenarios in self-service and instructor-led models. We also provide regular refresher training. In person and instructor led training are offered on paid basis.
- We provide data and application support on an on-going basis and provide technical and functional support on SLA terms. We provide support for all bugs on agreed SLA terms, handle customer enhancements and deploy solution level quarterly upgrades.
- Innive manages all the resource needs, resource allocation and other details. Service levels are managed per the SLA terms executed with the customer.

#### 2. Cloud Deployment

We offer the SaaS Solution as a fully managed service on the cloud, where we take care of all the cloud infrastructure requirements – storage, compute, and other details. We support Production instance, with load balancing and fail-overs, and a set of non-production instances (Development, Test, UAT, and Pre-Prod) as required to support the subscribed modules. The cloud instances are sized per the data volumes, user

count, and other customer details. Any change in the data volumes or user count or other factors may require a change to the cloud configuration, with a potential additional charge.

### 3. Support Requests

Customers will use Innive supplied web-based ticketing system (JIRA) with severity as defined below. Customers are allowed to assign a maximum severity level of "HIGH." Where required, the Customer will follow up with Innive Support Desk for expediting or upgrading any "HIGH" severity issue. Phone support will be available during the mentioned support hours. Following defect triage, Innive will upgrade an issue as 'Critical' if it meets the criteria.

Innive will maintain the Jira board and provide timely updates to the customer depending on the severity of the issue. Innive will give access to a list of users who can access the Jira board and evaluate the status of the requests at any point in time.

Following are the request types:

- **Defect:** Instances where the application is not performing as per the defined requirements
- **Enhancement:** Additional changes, features requests for the application. These requests would be new requirements and would be handled on the merit of the request. The decision to implement any enhancement would be solely with Innive.
- **Clarification:** Any clarification on the formulation or KT would fall under this bucket.
- **Task:** Any ad-hoc request, like running certain types of data extract for validation. The decision to implement any task in the existing contract clause would be solely with Innive.

Customers can also assign the priority to the requests to provide their input regarding the urgency of the request. Any work request from Jira will automatically be notified to the Innive Support Team.

Only defects are covered in full by the Subscription Agreement. Customer acknowledges that Clarification and Tasks are not SLA bound, and done on a best-effort basis, decided by Innive, based on the merits of the case, availability of bandwidth, and other considerations.

Innive will provide support services with agreed levels of responsiveness, as detailed in Attachment A, Maintenance and Support.

### 4. Enhancement Requests

Innive encourages customers to log their requests for enhancements using the Support Ticket mechanism described in Section 4.

Requests can be for customer-specific requirements or changes, and also for general solution/product improvement. Customers can use Enhancement requests to record details of new features, capabilities, metrics, KPIs, data sources, or other functional and technical enhancements.

Innive is committed to taking the inputs from customers and increasing the usability, value, stability, scalability, performance, and other aspects of the subscribed solution.



Innive will classify the enhancement requests into Customer-specific enhancement and general improvements. Innive will add all general improvements to Solution Enhancements' roadmap and consider them suitably the quarterly updates.

All customer-specific enhancements will be reviewed and prioritized with the customer. Innive will determine the level of effort, timeline, and the costs associated (fixed or Time and Materials) for the specific enhancements. Upon customer approval, Innive will build and deliver the necessary enhancement to the cloud solution.

All enhancements made to Innive Solution, whether customer requested or not, are part of Innive Inc.'s intellectual property, and Innive will possess all rights to suitably use them in any part of its solution or offering.

In case required by the Customer, Innive and the Customer may agree for a bucket of hours for enhancements, on T & M or another, that can be used to address customer-specific enhancements and general enhancements.

#### **5. Innive Initiated Quarterly Updates**

Innive maintains a regular roadmap with quarterly updates to deliver new modules, new functionality, enhancements to existing solution modules, technical and technology improvements, performance optimizations, security improvements, cloud component optimization, and other improvements. Where required, Innive also delivers specific enhancements in its monthly release cycle.

Innive will add customer-requested generic enhancement to its roadmap and deliver them suitably. Innive will keep the customer informed of the upgrades and planned releases and provide notes for each release using the K12360 Knowledge Base.