

CLOUD SERVICES AGREEMENT (the “Agreement”)

1. DEFINITIONS

- 1.1. “Agreement” means collectively this Cloud Service Agreement, the Cloud Services Specifications, the Data Processing Agreement for Selerant Cloud Services and one or more Cloud Services Order.
- 1.2. “Ancillary Program” means any software agent or tool owned or licensed by Selerant that Selerant makes available to Customer for download as part of the Cloud Services for purposes of facilitating Customer’s access to, operation of, and/or use with, the Services Environment. The term “Ancillary Program” does not include Separately Licensed Third Party Technology.
- 1.3. “Auto Renew” or “Auto Renewal” is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Cloud Services Order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.
- 1.4. “Cloud Services” or “Services” means, collectively, the Selerant cloud services (e.g., Selerant software as a service offerings and related Selerant Software) listed in Cloud Services Order and defined in the Service Specifications.
- 1.5. “Data Center Location” refers to the place in which the Services Environment is physically located. The Data Center Location applicable to the Cloud Services is set forth in the Cloud Services Order or in the Cloud Service Specifications.
- 1.6. “Selerant Software” refers to the software products owned or licensed by Selerant (e.g. DevEX, HazEX, etc.) to which Selerant grants Customer access as part of the Cloud Services, or under a separate perpetual license agreement, including Software Documentation, as specified in one or more Cloud Services Order, and any program updates provided as part of the Cloud Services. The term “Selerant Software” does not include Separately Licensed Third Party Technology.
- 1.7. “Software Documentation” refers to the program user manuals for the Selerant Software referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for such Selerant Software that are accessible from within the Services. The Software Documentation describes technical and functional aspects of the Selerant Software. Customer may access the documentation online at a URL address specified by Selerant.
- 1.8. “Separate Terms” refers to separate license terms that are specified in the Software Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology.
- 1.9. “Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- 1.10. “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Selerant to which Selerant grants Customer and Customer’s Users access as part of the Cloud Services that Customer have ordered. As applicable and subject to the terms of this Agreement and Cloud Services Order, Selerant Software, Third Party Content and Customer’s Content may be hosted in the Services Environment.
- 1.11. “Cloud Services Specifications” or “Service Specifications” means the descriptions of the services in Exhibit A to this Agreement, that are applicable to the Services under Cloud Services Order, including any Software Documentation, and other descriptions referenced or incorporated in such descriptions.
- 1.12. “Services Period” refers to the period of time for which Cloud Services Ordered Cloud Services as specified in Cloud Services Order.
- 1.13. “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Selerant and made available to Customer through, within, or in conjunction with Customer’s use of, the Cloud Services. Examples of Third Party Content include data feeds from regulatory databases, environmental databases, social network services, newsfeeds, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.
- 1.14. “Users” or “Named Users” means those employees, contractors, and end users, as applicable, authorized by Customer or on Customer’s behalf to use the Cloud Services in accordance with this Agreement and Cloud Services Order.
- 1.15. “Light User” is defined as a Named User with view-only rights in the Selerant Software except for having the possibility to approve product specifications when the necessary module is available in the License profile.
- 1.16. “Customer” and “Customer’s” refers to the individual or entity that has executed this agreement.
- 1.17. “Customer’s Content” means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Selerant Cloud Services described in Section 2.5 below, and attached to the present Agreement in Exhibit C), audio, video, photographs and other content and material, in any format, provided by Customer or Customer’s Users that reside in, or run on or through, the Services Environment.
- 1.18. “SCC” is Selerant Compliance Cloud on webpage <http://compliancecloud.selerant.com> ,including all contents and services offered therein.

2. TERM OF AGREEMENT

- 2.1. This Agreement is valid for the Cloud Services Order(s) which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Cloud Services options offered by Selerant for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.
3. SERVICES
 - 3.1. For the duration of the Agreement and subject to Customer's payment obligations, and except as otherwise set forth in this Agreement or Cloud Services Order, Selerant will provide to Customer the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use of the following Services that Customer ordered, including anything developed by Selerant and delivered to Customer as part of the Services, solely for Customer's internal business operations and subject to the terms of this Agreement and Cloud Services Order, including the Service Specifications as described on exhibit A.
 - 3.2. Customer may allow Customer's Users to use the Services for this purpose and Customer are responsible for Customer's Users' compliance with this Agreement and the order.
 - 3.3. Customer do not acquire under this Agreement any right or license to use the Services, including the Selerant Software and Services Environment, in excess of the scope and/or duration of the Services stated in Cloud Services Order. Upon the end of the Services ordered, Customer's right to access and use the Services will terminate.
 - 3.4. To enable Selerant to provide Customer and Customer's Users with the Services, Customer grant Selerant the right to use, process and transmit, in accordance with this Agreement and Cloud Services Order, Customer's Content for the duration of the Services Period plus any additional post-termination period during which Selerant provides Customer with access to retrieve an export file of Customer Content.
 - 3.5. Customer acknowledge that Selerant has no delivery obligation for Selerant Software and will not ship copies of such programs to Customer as part of the Services.
 - 3.6. The Services may contain or require the use of Separately Licensed Third Party Technology. Customer are responsible for complying with the Separate Terms specified by Selerant that govern Customer's use of Separately Licensed Third Party Technology. Selerant may provide certain notices to Customer in the Service Specifications, Software Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.
 - 3.7. As part of certain Cloud Services offerings, Selerant may provide Customer with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Cloud Services Order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Customer's rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.
4. OWNERSHIP AND RESTRICTIONS
 - 4.1. Customer retain all ownership and intellectual property rights in and to Customer's Content. Selerant retain all ownership and intellectual property rights to the Services, including Selerant Software and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Selerant under this Agreement.
 - 4.2. Customer may not, or cause or permit others to:
 - 4.2.1. remove or modify any program markings or any notice of Selerant's proprietary rights;
 - 4.2.2. make the programs or materials resulting from the Services (excluding Customer's Content) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services Customer have acquired);
 - 4.2.3. modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Selerant;
 - 4.2.4. perform or disclose any benchmark or performance tests of the Services, including the Selerant Software, without Selerant's prior written consent;
 - 4.2.5. perform or disclose any of the following security testing of the Services Environment or associated infrastructure without Selerant's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
 - 4.2.6. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Selerant Software, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.
 - 4.3. The rights granted to Customer under this Agreement are also conditioned on the following:

4.3.1. except as expressly provided herein or in Cloud Services Order, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and

4.3.2. Customer make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5. SERVICE SPECIFICATIONS

- 5.1. The Services are subject to and governed by Service Specifications applicable to Cloud Services Order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Selerant Software, as well as any Services deliverables. Customer acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit Customer to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then Customer are responsible for promptly purchasing additional quantity to account for Customer's excess usage. For any month that Customer do not promptly purchase such additional quantity, Selerant may require Customer to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the total fees for the month in which such excess usage occurred.
- 5.2. Selerant may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Selerant's discretion; however, Selerant changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to Customer for the duration of the Services Period.
- 5.3. Cloud Services Order will specify the Data Center Location in which Customer's Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that Customer have ordered, Selerant will provide those environments in the Data Center Location stated in Cloud Services Order. Selerant and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services, from locations and/or through use of subcontractors, worldwide.

6. USE OF THE SERVICES

- 6.1. Customer are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Customer's and Customer's Users' usernames, passwords and accounts with Selerant, Customer accept responsibility for the timely and proper termination of user records in Customer's local (intranet) identity infrastructure or on Customer's local computers. Selerant is not responsible for any harm caused by Customer's Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Customer's local identity management infrastructure or Customer's local computers. Customer are responsible for all activities that occur under Customer's and Customer's Users' usernames, passwords or accounts or as a result of Customer's or Customer's Users' access to the Services, and agree to notify Selerant immediately of any unauthorized use.
- 6.2. Customer agrees not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Customer's Content and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Selerant under this Agreement, Selerant reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Selerant shall have no liability to Customer in the event that Selerant takes such action. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer's Content. Customer agrees to defend and indemnify Selerant against any claim arising out of a violation of Customer's obligations under this section.
- 6.3. Customer are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Selerant Software, as such Patches are generally released by Selerant as described in the Service Specifications. Except for emergency or security related maintenance activities, Selerant will coordinate with Customer the scheduling of application of Patches, where possible, based on Selerant's next available standard maintenance window.

7. FEES AND TAXES

- 7.1. Selerant shall invoice the Customer for the Services Fee on a yearly basis, the first payment upon signature of this Agreement.

- 7.2. The Services Fee and any other charges payable under this Agreement are, unless otherwise specified, exclusive of value added tax or any other duties or taxes which may be chargeable on any goods or services provided to the Customer hereunder.
- 7.3. Selerant may increase the Services Fee with effect from the end of the Services Period and from the end of every subsequent 12 months' period by giving to the Customer not less than 30 days' prior written notice.
- 7.4. Customer is entitled to an early termination right of this Agreement should the above increase, in which case the Customer shall not be entitled to any payment or indemnity by the Selerant.
- 7.5. Selerant shall have the right to suspend performance of the Services if it the Customer has not made the payment in accordance with this clause.
- 7.6. Customer understands that Customer may receive multiple invoices for the Services Cloud Services Ordered. Invoices will be submitted to Customer pursuant to Selerant's invoicing standards policy.
- 7.7. Customer agrees and acknowledge that Customer have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Cloud Services Order; however, the preceding does not relieve Selerant of its obligation during the Services Period to deliver Services that Customer have ordered per the terms of this Agreement.
8. SERVICES PERIOD; END OF SERVICES
 - 8.1. Services provided under this Agreement shall be provided for the Services Period defined in Cloud Services Order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Cloud Services Order, certain Cloud Services that are ordered will Auto Renew for additional Services Periods of 1 year unless (i) Customer provides Selerant with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Customer's intention not to renew such Cloud Services, or (ii) Selerant provides Customer with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.
 - 8.2. At any time during the Services Period upon Customer request Selerant shall use reasonable effort to support Customer in extracting Customer Data from Selerant Software and Services Environments. Selerant shall be entitled to a reimbursement from Customer for such activities at than current tariffs.
 - 8.3. Upon the end of the Services, Customer no longer have rights to access or use the Services, including the associated Selerant Software and Services Environments. At the end of the Services, and except as may be required by law, Selerant will delete or otherwise render inaccessible any of Customer's Content that remains in the Services Environment.
 - 8.4. Selerant may temporarily suspend Customer's password, account, and access to or use of the Services if Customer or Customer's Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Selerant's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Selerant will provide advance notice to Customer of any such suspension in Selerant's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Selerant will use reasonable efforts to re-establish the affected Services promptly after Selerant determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Selerant will make available to Customer Customer's Content as existing in the Services Environment on the date of suspension. Selerant may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Selerant's initial notice thereof. Any suspension or termination by Selerant under this paragraph shall not excuse Customer from Customer's obligation to make payment(s) under this Agreement.
 - 8.5. If either Selerant or Customer breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Selerant terminates the order as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for non-payment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if Customer are in default under this Agreement, Customer may not use those Services ordered.
 - 8.6. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.
9. NONDISCLOSURE
 - 9.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Both Selerant and Customer agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement and Customer's Content residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
 - 9.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been

obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- 9.3. We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Selerant will protect the confidentiality of Customer's Content residing in the Services Environment in accordance with the terms of Section 10 below or as defined in the Service Specifications applicable to Cloud Services Order. In addition, Customer's Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

10. DATA PROTECTION

- 10.1. Below are the conditions under which Selerant may access, collect and/or use Customer's Content.

10.1.1. To provide Services and to fix issues. Customer's Content may be accessed and used to perform services under Cloud Services Order and to confirm your compliance with the terms of the order. This may include testing and applying new product or system versions, patches, updates and upgrades; consulting; monitoring and testing system use and performance; and resolving bugs and other issues Customer has reported to Selerant. Any copies of Customer's Content created for these purposes are only maintained for time periods relevant to those purposes.

10.1.2. As a result of legal requirements. Selerant may be required to retain or provide access to Customer's Content to comply with legally mandated reporting, disclosure or other legal process requirements.

10.1.3. Selerant may transfer and access Customer's Content globally as required for the purposes specified above.

10.1.4. If Selerant hires subcontractors to assist in providing services, their access to Customer's Content shall be consistent with the terms of the Cloud order for services and this Agreement data protection policy. Selerant is responsible for its subcontractors' compliance with the terms of this Agreement and Cloud Services Order.

10.1.5. Selerant does not use Customer's Content except as stated above or in the Cloud Services Order. Selerant may process Customer's Content, but does not control Customer's collection or use practices for Customer's Content.

- 10.2. Access Control. Selerant's access to Customer's Content is based on job role/responsibility. Customer's Content residing in Selerant-hosted systems is controlled via an access control list (ACL) mechanism, as well as the use of an account management framework. Customer controls access to Customer's Content by Customer's end users; end users should direct any requests related to their personal information to Customer.

- 10.3. Security and Breach Notification. Selerant shall be committed to the security of Customer's Content, and shall maintain in place physical, administrative and technical measures designed to prevent unauthorized access to that information. Selerant shall be also committed to reducing risks of human error, theft, fraud, and misuse of Selerant facilities. Selerant's efforts shall include making personnel aware of security policies and training employees to implement security policies. Selerant employees shall be required to maintain the confidentiality of Customer's Content. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

- 10.4. Selerant shall promptly evaluate and respond to incidents that create suspicions of unauthorized handling of Customer's Content. If Selerant determines that Customer's Content has been misappropriated (including by a Selerant employee) or otherwise wrongly acquired by a third party, Selerant shall promptly report such misappropriation or acquisition to Customer.

- 10.5. Selerant's Data Processing Agreement for Selerant Cloud Services (the "Data Processing Agreement"), which is attached to the present Agreement in Annex C, describes the parties' respective roles for the processing and control of Personal Data that Customer provide to Selerant as part of the Cloud Services. Selerant will act as a data processor, and will act on Customer's instruction concerning the treatment of Customer's Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services and Selerant's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

- 10.6. The Service Specifications define the administrative, physical, technical and other safeguards applied to Customer's Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. Customer are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer's Content, including any viruses, Trojan horses, worms or other programming routines contained in Customer's Content that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

- 10.7. If available, Customer may purchase, or may be required to purchase, additional Services from Selerant (e.g., Selerant HIPAA Security Services, Selerant Federal Security Services, etc.) to address particular data protection requirements applicable to Customer's business or Customer's Content.

11. INFORMATION NOTE CONFORMING TO SECTION 13 EU REGULATION 2016/679
- 11.1. Conforming to Section 13 of EU REGULATION 2016/679 (General Data Protection Regulation, indicated below as “the Regulation”), we inform you that personal data collected for performing the present Agreement will be handled by Selerant, mainly through electronic means, for the aim of fulfilling contractual and pre-contractual obligations contracted with our Company; fulfilling duties by law; and for the purpose of handling possible accountancy disputes.
- 11.2. Fulfillment of the above mentioned aims may take place through communication of data to third parties as well, duly authorized to related handling of the same data, because they are in charge of carrying out specific services, strictly functional to the execution of the Agreement, such as : other companies of the same group, located in non EU-countries as well, duly nominated Controllers of the Treatment conforming to Section 28 of the Regulation or with whom specific contractual clauses have been signed for transferring the data; data banks, credit, advisers and consultants; external companies for credit recovery; public and private institutions to whom transmission of personal data is mandatory by law, or functional to fulfilling the Agreement; insurance companies. Name and addresses of these persons are available on request of the subject involved. Personal data will not be deployed.
- 11.3. Personal Data will be gathered and stored as their full version, for the whole duration of performance of contract; subsequently, personal data will be stored for a ten-year period in order to accomplish duties by law. Possible further data storage may take place to enforce our Company’s rights anywhere or at Court.
- 11.4. Whether for accomplishing a duty by law or functional to the execution of the Agreement, data collection is necessary to us and any refusal to transmit them means our impossibility to carry out any activity required for the execution and performance of the Agreement.
- 11.5. In relation to treatment of the above data - conforming to sections 15 and following of EU Regulation 2016/679 - we remind you your right to access personal data, which you may concern; to obtain rectification of them (correction or implementation of wrong data), as well as their cancellation in the cases specified by section 17 of General Data Protection Regulation. You are entitled to lodge a complaint to a controlling authority, whenever you assume that the rights herewith have not been granted to you.
- 11.6. Data Controller is Selerant S.r.l., via Leonardo da Vinci 19 - 20060 Cassina de’ Pecchi (MI).
12. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES
- 12.1. Selerant warrants that it will perform Cloud Services in all material respects as described in the Service Specifications. If the Services provided to Customer were not performed as warranted, Customer must promptly provide written notice to Selerant that describes the deficiency in the Services (including, as applicable, the service request number notifying Selerant of the deficiency in the Services).
- 12.2. SELERANT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SELERANT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER’S CONTENT, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY SELERANT, AND (C) THE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT SELERANT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SELERANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. SELERANT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER’S CONTENT OR THIRD PARTY CONTENT. SELERANT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.
- 12.3. FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY AND SELERANT’S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF SELERANT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT SERVICES AND SELERANT WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO SELERANT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 12.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
13. LIMITATION OF LIABILITY
- 13.1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE.
- 13.2. SELERANT SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTIES FOR ANY DAMAGE COSTS OR EXPENSES SUFFERED OR INCURRED ARISING FROM PROVISION OF SERVICES UNLESS SUCH LOSSES ARISE FROM GROSS NEGLIGENCE.

13.3. SELERANT'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CLOUD SERVICES ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, UNLESS SUCH LOSSES ARISE FROM GROSS NEGLIGENCE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO SELERANT FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY CUSTOMER FROM SELERANT UNDER SUCH ORDER.

14. INDEMNIFICATION

14.1. Subject to the terms of this Section 13 (Indemnification), if a third party makes a claim against either Customer or Selerant ("Recipient" which may refer to Customer or Selerant depending upon which party received the Material), that any Selerant Software, Selerant Content or Customer Content (collectively, "Material") furnished by either Customer or Selerant ("Provider" which may refer to Customer or Selerant depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

14.1.1. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

14.1.2. gives the Provider sole control of the defense and any settlement negotiations; and

14.1.3. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

14.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Selerant's ability to meet its obligations under the relevant order, then Selerant may, at its option and upon 30 days prior written notice, terminate the order.

14.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Selerant will not indemnify Customer for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Selerant. Selerant will not indemnify Customer to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to Customer within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Selerant will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Selerant will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time Services rights are obtained.

14.4. The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Selerant will indemnify Customer for infringement claims for Separately Licensed Third Party Technology to the same extent as Selerant is required to provide infringement indemnification for Materials under the terms of the Agreement.

14.5. This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

15.1. The Services may enable Customer to link to, transmit Customer's Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Selerant does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and Customer bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

15.2. Any Third Party Content made accessible by Selerant in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and Customer acknowledge that Selerant is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Selerant reserves the right to take remedial action if any such

content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content.

- 15.3. Customer acknowledges that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties, such as EurLex, FDA.gov, etc. (each, a “Third Party Service”), depend on the continuing availability of such third parties’ respective application programming interfaces (APIs) for use with the Services. Selerant may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Selerant in its sole discretion, Selerant may cease providing access to the affected Third Party Content or Third Party Services without any liability to Customer. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Customer’s obligations under this Agreement or the applicable order, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.
- 15.4. Any Third Party Content that Customer store in Customer’s Services Environment will count towards any storage or other allotments applicable to the Cloud Services that Cloud Services Ordered.

16. SERVICES TOOLS AND ANCILLARY PROGRAMS

- 16.1. Selerant may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services and to help resolve Customer’s Selerant service requests. The Tools will not collect or store any of Customer’s Content residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Customer’s Content) may also be used to assist in managing Selerant’s product and service portfolio, to help Selerant address deficiencies in its product and service offerings, and for license and Services management.
- 16.2. As part of the Cloud Services, Selerant may provide Customer with on-line access to download certain Ancillary Programs for use with the Services. If Selerant does not specify Separate Terms for such Ancillary Programs, Customer shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Customer’s access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Cloud Services Order. Customer’s right to use such Ancillary Programs will terminate upon the earlier of Selerant’s notice (which may be through posting on a URL designated by Selerant), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

17. SERVICE ANALYSES

- 17.1. Selerant may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Selerant may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer’s Content or Confidential Information in a form that could serve to identify Customer or any individual, and Service Analyses do not constitute Personal Data. Selerant retains all intellectual property rights in Service Analyses.

18. FORCE MAJEURE

- 18.1. Neither Selerant or Customer shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both Selerant and Customer will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of them may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer’s obligation to pay for the Services.

19. GOVERNING LAW AND JURISDICTION

- 19.1. This Agreement shall in all respects be governed by and construed in accordance with the LAWS OF ITALY.
- 19.2. All disputes arising out of the present Agreement, including those concerning its validity, interpretation, performance and termination shall be referred to the COURT OF MILAN (Italy), which the parties declare that they know and accept in EXCLUSIVE jurisdiction.

20. NOTICE

- 20.1. Any notice required under this Agreement shall be provided to the other party in writing. If Customer have a dispute with Selerant or if Customer wish to provide a notice under the Indemnification Section of this Agreement, or if Customer become subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Selerant Srl, Via L. da Vinci 19, 20060 Cassina de’ Pecchi (MI), Italy. Attention: General Counsel, Legal Department.
- 20.2. To request the termination of Services in accordance with this Agreement, Customer must submit a service request to Selerant at the address specified in Cloud Services Order or the Service Specifications.

20.3. Selerant may give notices applicable to Selerant's Cloud Services customer base by means of a general notice on the Selerant portal for the Cloud Services, and notices specific to Customer by electronic mail to Customer's e-mail address on record in Selerant's account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in Selerant's account information.

21. ASSIGNMENT

21.1. Customer may not assign this Agreement or give or transfer the Services (including the Selerant Software) or an interest in them to another individual or entity.

22. OTHER

22.1. Selerant is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between Selerant and Customer. Selerant and Customer each shall be responsible for paying their own employees, including employment related taxes and insurance. Customer shall defend and indemnify Selerant against liability arising under any applicable laws, ordinances or regulations related to Customer's termination or modification of the employment of any of Customer's employees in connection with any Services under this Agreement. Customer understands that Selerant's business partners, including any third party firms retained by Customer to provide consulting services or applications that interact with the Cloud Services, are independent of Selerant and are not Selerant's agents. Selerant is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as a Selerant subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Selerant would be responsible for Selerant resources under this Agreement.

22.2. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3. Except for actions for non-payment or breach of Selerant's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

22.4. Selerant Software and Services are not designed for or specifically intended for use in business-critical functions. They are not intended to replace any other safety or risk considerations; such as expert supervision, lifeguards or other hazardous applications. Customer agrees that it is Customer's responsibility to ensure safe use of Selerant Software and Services in such applications. All output and results provided through Selerant Software and Services are mere accessory support tools addressed exclusively to experts. Their application to concrete cases requires previous scrutiny of an expert with adequate scientific knowledge. Correct utilization of such results (in product labels, reports, datasheets, declarations or any other type of communication) is therefore Customer's exclusive responsibility.

22.5. Customer shall obtain at Customer's sole expense any rights and consents from third parties necessary for Customer's Content and Third Party Content, as well as other vendor's products provided by Customer that Customer use with the Services, including such rights and consents as necessary for Selerant to perform the Services under this Agreement.

22.6. Customer agrees to provide Selerant with all information, access and full good faith cooperation reasonably necessary to enable Selerant to provide the Services and Customer will perform the actions identified in Cloud Services Order as Customer's responsibilities.

22.7. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer's use of the Services. Customer is responsible for making Selerant aware of any technical requirements that result from Customer's regulatory obligations prior to entering into an order governed by this Agreement. Selerant will cooperate with Customer's efforts to determine whether use of the standard Selerant Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Selerant or changes to the Services.

22.8. Selerant may audit Customer's use of the Services (e.g., through use of software tools) to assess whether Customer's use of the Services is in accordance with Cloud Services Order. Customer agrees to cooperate with Selerant's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the Services in excess of Customer's rights. If Customer does not pay, Selerant can end Customer's Services and/or Cloud Services Order. Customer agrees that Selerant shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

22.9. The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. Customer understands that Customer may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Customer's obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. CLOUD SERVICE "SELERANT COMPLIANCE CLOUD" or "SCC" AS INITIAL REFERENCE ONLY. NO PROFESSIONAL OR LEGAL ADVICE. DISCLAIMER.

The content of "SELERANT COMPLIANCE CLOUD" (<http://compliancecloud.selerant.com>) is information of a general nature only which is not intended to address the specific circumstances of any particular individual or entity. Not necessarily comprehensive, complete, accurate or up to date. Mainly linked to external sites over which Selerant has no control and for which Selerant

assumes no responsibility. Not professional or legal advice (if you need specific advice, you should always consult a suitably qualified professional).

(a) SCC IS INTENDED TO BE AN INITIAL REFERENCE SOURCE ONLY, AND YOU MUST VERIFY INFORMATION OBTAINED FROM IT WITH KNOWLEDGEABLE PARTIES IN THE MARKET OF INTEREST PRIOR TO THE SALE OR SHIPMENT OF ANY PRODUCTS. YOU ACKNOWLEDGE THAT SELERANT CANNOT AND DOES NOT WARRANT THAT SCC OR THE DATA CONTAINED IN OR ACCESSIBLE THROUGH IT WILL BE ONE HUNDRED PERCENT (100%) ACCURATE AND FREE OF OMISSIONS OR THAT IT WILL MEET YOUR REQUIREMENTS. Please note that it cannot be guaranteed that a document available online exactly reproduces an officially adopted text, so that only legislation published in the paper editions of the specific official journals is deemed authentic. In no case Selerant will be liable for any kind of damages or losses, including compensatory, direct, indirect or consequential damages, loss of data, income, production or profit, loss of or damage to property and claims of third parties arising out of or in connection with the use of the information provided in this database and/or in this website.

(b) Selerant accepts no responsibility or liability whatsoever with regard to the material on SCC site. PARTICULARLY SELERANT SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ERRORS OR OMISSIONS IN SCC OR FROM YOUR USE OF IT. INTERNATIONAL REGULATIONS CHANGE FREQUENTLY, COMMODITY NOMENCLATURE AND RESIDUE DEFINITIONS VARY BETWEEN COUNTRIES, AND COUNTRY POLICIES REGARDING DEFERRAL TO INTERNATIONAL STANDARDS ARE NOT ALWAYS TRANSPARENT. SELERANT WILL USE COMMERCIALY REASONABLE EFFORTS TO KEEP SCC CURRENT AND TO MAKE IT AS ACCURATE AND COMPLETE AS POSSIBLE; HOWEVER, THE INFORMATION IN IT MAY NOT BE COMPLETELY UP-TO-DATE OR ERROR FREE. IF YOU BECOME AWARE OF ANY ERRORS OR OMISSIONS IN SCC, IT WILL NOTIFY SELERANT OF THE ERRORS OR OMISSIONS, AND SELERANT WILL UNDERTAKE TO CORRECT THE ERRORS OR OMISSIONS EXPEDITIOUSLY.

24. ENTIRE AGREEMENT

24.1. Customer agrees that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by Customer and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

24.2. It is expressly agreed that the terms of this Agreement and any Selerant order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Selerant document and no terms included in any such purchase order, portal, or other non-Selerant document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications) and Section 10 (Data Protection) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Selerant Store by authorized representatives of Customer and of Selerant. No third party beneficiary relationships are created by this Agreement.

LAST MODIFIED 04 June 2018

EXHIBIT A - Cloud Services Specifications

1. INFRASTRUCTURE SERVICE LEVEL TERMS

1.1. Definitions

- 1.1.1. "Infrastructure and Hosting" is the service of providing space on a server owned or leased by Selerant for use by Customer, as well as providing Internet connectivity in a data center, for the use of Selerant Software.
- 1.1.2. "Force Majeure Event" means any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, and war.
- 1.1.3. "Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates. Selerant must provide seven (7) days prior notice for any maintenance to be included as Scheduled Downtime. Selerant will work with Customer to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. Scheduled Downtime shall not exceed eight (8) hours per month.
- 1.1.4. "System Availability" is calculated based on business hours EST and will be calculated monthly during the Service Term using the following formula (and will be rounded to the nearest one-tenth of a percentage point):
 - 1.1.4.1. "System Availability" = $[(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$
 - 1.1.4.2. "Base Time" equals the product of the number of business days in the applicable month multiplied by eight (8) business hours multiplied by sixty (60) minutes, less downtime resulting from a Force Majeure Event.
 - 1.1.4.3. "Unscheduled Downtime" equals the time (in minutes) during which the Service is not operational (excluding "Scheduled Downtime").
- 1.1.5. "RTO" (Recovery Time Objective) is the duration of time within which the Service must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity.
- 1.1.6. "RPO" (Recovery Point Objective) is the age of files that must be recovered from backup storage for normal operations to resume if a disaster occurs.

1.2. Service Availability Commitment

- 1.2.1. If the monthly System Availability for the hosting service falls below 98% and so long as Customer is current in paying all undisputed fees and operating within the scope of use limits set forth in the SOW, Selerant will refund to Customer within thirty (30) days of the end of such month an amount equal to one-twenty-fourth (1/24) of the Subscription Fee.
- 1.2.2. In the event System Availability falls below 90% for (i) two (2) consecutive calendar months in a rolling twelve (12) month period; or (ii) any three (3), or more, non-consecutive months in any twelve (12) month period, then, notwithstanding anything in the Agreement to the contrary, Customer may terminate the Agreement, the applicable Schedule and/or the affected System components effective upon written notice to Selerant.

1.3. Measuring System Availability.

- 1.3.1. For purposes of tracking downtime duration, the Unscheduled Downtime will begin at the time at which the impact is first identified by either: (1) Selerant's tracking tools; or (2) Customer's tracking tools. Unscheduled Downtime ends at the point in time when users have the ability to access the production system.

2. INFRASTRUCTURE AND HOSTING TERMS

DevEX managed support service - Gold Level	
Setup of backup / restore procedure	daily offline backup to SAN
Backup operations	daily offline backup to SAN
RTO (Recovery Time Objective)	48 h
RPO (Recovery Point Objective)	24 h
Continuous monitoring of the system via automated service	included
Response time in case of down system	4 hours - business hours
Installation of DevEX patches	included
Installation of DevEX upgrades (service releases and major releases)	not included (extra project/service)
Installation of OS patches and upgrades	included
Managing of hardware support call with hardware/infrastructure vendor	included
Pro-active performance monitoring and alerts (CPU, RAM)	included

Network operations and monitoring	included	
Database		
Continuous monitoring of database availability	included	
Storage space (tablespace) management	included	
Installation of patches and upgrades	included	
Session monitoring	included	
Pro-active performance monitoring and alerts	included	
Statistics management	included	
Business hours	9am-5pm, Mon-Fri, excluding holidays (Data Center Location time-zone)	
Extra services	Billed on a time-material basis	
System Availability (uptime)	99.9%	

3. SOFTWARE SUPPORT TERMS

3.1. Definitions

- 3.1.1. Support Services shall mean those services to be provided by Selerant to the Customer on Selerant Software, pursuant to the terms and conditions outlined in Section 3.2 below.
- 3.1.2. Support Hours means the hours between 9.00 am and 5.00 pm (of the time zone where the support facility is located) Monday to Friday (excluding public and statutory holidays) during which Selerant shall provide the Support Services;
- 3.1.3. Current Release means the last most current Release of Selerant Software;
- 3.1.4. Maintained Releases means: (i) the last two most current Releases of the Selerant Software (either right or left of decimal point); and (ii) all previous Releases for a period of 5 years after their launch date or 2 years after the launch date of their next release, whichever is longer;
- 3.1.5. Release means any subsequent update, improvement, addition, modification, adaptation or development of the Selerant Software made available by Selerant to the Customer pursuant to Clause 3.2 below;

3.2. Support Services

- 3.2.1. During the Service Term Selerant shall provide the Customer with the Support Services limitedly to the Maintained Releases of the Selerant Software granted with the Cloud Services Agreement.
- 3.2.2. In order to receive Support Services hereunder, Customer shall designate a qualified English speaking contact within its and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Customer's Contact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.
- 3.2.3. Error Correction Services
 - 3.2.3.1. Selerant shall use its reasonable endeavours to correct any defects or errors found in the Selerant Software on the following basis:
 - 3.2.3.1.1. If the Customer discovers that the Selerant Software fails to work accordingly to specifications, the Customer shall then as soon as reasonably practicable thereafter submit to Selerant's online problem tracking system, in English language, a problem report which shall contain sufficient information to describe the nature of the defect or error and its impact on the Customer's operations to enable Selerant to classify the defect or error.
 - 3.2.3.1.2. Upon Selerant's request the Customer shall provide any additional detail, information and data and/or perform tests on the Selerant Software in order to identify the error or defect.
 - 3.2.3.1.3. Forthwith upon such correction being completed, Selerant shall deliver to the Customer the corrected version of the object code of the Maintained Release in machine readable form.
 - 3.2.3.1.4. Selerant shall provide the Customer with all such assistance as may be reasonably required by the Customer to enable the Customer to use of the corrected version of the Current Release.
 - 3.2.3.1.5. The foregoing error correction service shall not include any Support Services or other support in respect of:
 - 3.2.3.1.5.1. any failure by the Customer to comply with its technical obligations under this Cloud Services Agreement;

- 3.2.3.1.5.2. use of the Selerant Software in a manner that was not intended or contemplated by the Software Documentation, or other misuse or abuse of the Selerant Software;
- 3.2.3.1.5.3. any defects or errors caused by the use of the Maintained Release on or with computer equipment or programs which have not been approved or designated for use with the Maintained Release;
- 3.2.3.1.5.4. any fault in the computer equipment or database; or in any programs not supplied by Selerant and used in conjunction with the Maintained Release;
- 3.2.3.1.5.5. incorrect use of the Selerant Software or operator error;
- 3.2.3.1.5.6. any defects or errors which, in the reasonable opinion of Selerant, result from any modifications of the Maintained Release made by any person other than Selerant;
- 3.2.3.1.5.7. accident, neglect, hazard or misuse; natural calamity; failure or fluctuation of electrical power or environmental conditions.
- 3.2.3.2. If Selerant provides any Support Services or other services in:
 - 3.2.3.2.1. circumstances where can be easily determined that the Maintained Releases is substantially fulfilling the software specifications; or
 - 3.2.3.2.2. respect of any of the matters referred to in Clause 3.2.3.15 above, then Selerant shall do so on its terms and at its rates then current.
- 3.2.3.3. The parties acknowledge that:
 - 3.2.3.3.1. the Selerant Software is complex, and that certain non-material errors and defects are incapable of correction or may require an inordinate amount of time and money to correct; and
 - 3.2.3.3.2. certain errors are cosmetic and do not affect the accuracy of the data produced by the Selerant Software or deviate from the function specifications set forth in the Software Documentation.
 - 3.2.3.3.3. If a defect or error falls into either of these categories, then Selerant shall have no obligation to correct such defect or error other than to use its reasonable efforts to correct such defect or error in any subsequent Release.
- 3.2.3.4. In performing its obligations under this Section 3.2.3, Selerant may in its sole and absolute discretion and depending on the severity of the problem:
 - 3.2.3.4.1. provide a local fix or patch of the Selerant Software;
 - 3.2.3.4.2. provide a temporary solution;
 - 3.2.3.4.3. schedule the resolution of the defect or error for inclusion in a subsequent Release;
 - 3.2.3.4.4. modify the Software Documentation to reflect operating limitations and correct operating procedures; and
 - 3.2.3.4.5. request such additional information from the Customer as may be required to enable it to identify and correct the malfunction or error in question.
- 3.3. Documentation Amendment Service
 - 3.3.1. The Customer shall notify Selerant in writing immediately it discovers that the Software Documentation does not provide adequate or substantially correct instruction for the proper use of any facility or function of the Maintained Release. Selerant shall thereupon use its reasonable endeavours to correct promptly the fault and provide the Customer with appropriate amendments to the Software Documentation.
- 3.4. Support Hours
 - 3.4.1. Selerant shall provide the Support Services above during the Support Hours.
- 3.5. Support Service
 - 3.5.1. Selerant will provide the Customer with such advice by telephone, facsimile, email or post during the Support Hours, upon Customer's request, in respect of:
 - 3.5.1.1. identification and verification of the causes of suspected errors or defects in the Maintained Releases;
 - 3.5.1.2. detours for such identified errors or defects, where reasonably possible;
 - 3.5.1.3. the completion of a fault report;
 - 3.5.1.4. the status of any fault report previously submitted by the Customer that has not yet been resolved by Selerant pursuant to this Agreement
- 3.6. Service Levels for supported Selerant Software
 - 3.6.1. Service Levels are applicable only for Customers having expressly subscribed to Gold Support option in the Cloud Services Order.
 - 3.6.2. Selerant will use good faith efforts to achieve the technical support response times defined below. Responses times apply to all problem reports that Selerant accept as being Severity 1, 2 and which fulfils the prerequisites described below. Response time specified below shall commence upon receipt of the problem report:

Severity of error report	Description	SLA for Initial Reaction Time (measured as Support Hours time)	SLA for Corrective Action (measured as Support Hours time)
1 -Very High	Severity 1 errors are errors that cause substantial Customer production system downtime, system halts, data loss or corruption that renders the entire Selerant Software unusable or nonfunctional and that can cause serious losses.	1 hours (Support Hours Time)	4 hours (Support Hours Time)
2 - High	Severity 2 error is a problem where the customer's system is functioning but in a severely reduced capacity. Severity 2 errors have significant impact to portions of the customer's business operations and productivity. The system is exposed to potential loss or interruption of service.	4 hours (Support Hours Time)	NO
3 – Medium/Low	A Severity 3 error is a medium-to-low impact problem which involves partial non-critical functionality loss. One which impairs some operations but allows the customer to continue to function. It may be a minor issue with limited loss or no loss of functionality or impact to the customer's operation and issues in which there are means of circumvention or avoidance by the Customer.	NO	

3.6.3. Initial Reaction

3.6.4. "SLA for Initial Reaction Time" means:

- Selerant will give a qualified response within the defined time;
- Time is measured as Support Hours' time.

3.6.5. Corrective Action

3.6.5.1. "SLA for Corrective Action" means:

3.6.5.2. Selerant will provide a solution, a workaround or an action plan for the issue within the specific time frame;

3.6.5.3. The SLA for Corrective Action only refers to that part of the processing time, when the problem is being processed at Selerant ("Processing Time"). The Processing Time does not include the time, when the problem is on status "Partner Action", "Customer Action" or "Selerant Proposed Solution", whereas

3.6.5.3.1. The status classification "Customer Action" or "Waiting for Customers details" means the problem report was handed over to Customer;

3.6.5.3.2. The status classification "Selerant Proposed Solution" means Selerant has provided "Corrective Action" as outlined in this section 3.6.5.

3.6.5.4. If Selerant provides an action plan to Customer, such action plan will include descriptions of:

3.6.5.4.1. the status of the resolution process;

3.6.5.4.2. the next steps planned by Selerant and the responsible persons allocated by Selerant;

3.6.5.4.3. required cooperation by Customer;

3.6.5.4.4. date and time for the next status update from Selerant;

3.6.5.4.5. due dates for actions taken by Selerant, to the extent possible

3.6.5.4.6. Selerant will provide regular status updates on the processing of Customer severity 1 errors, which include:

3.6.5.4.6.1. results of actions undertaken so far;

3.6.5.4.6.2. next steps planned;

3.6.5.4.6.3. date and time for next status update.

3.6.5.5. The SLA for Corrective Action shall be deemed to be met if, within the required number of hours of Processing Time:

3.6.5.5.1. Selerant proposes a solution (status "Selerant Proposed Solution"), a workaround or an action plan, or

3.6.5.5.2. Customer agrees to reduce the priority of the report.

3.6.6. Prerequisites and Exclusions. For Severity 1 errors, the following prerequisites have to be fulfilled by Customer:

3.6.6.1. The issue and its business impact have to be described in detail;

3.6.6.2. An English-speaking counterpart is provided by during the processing time;

3.6.6.3. A contact person must be nominated for opening the remote connection to the system and to provide the necessary log-on data.

3.6.6.4. Exclusions

3.6.6.4.1. In particular the following types of severity 1 reports are excluded from the SLA for Initial Reaction Time and the SLA for Corrective Action:

3.6.6.4.2. Problem reports relating to a release, version and/or functionalities of Selerant Software developed specifically for Customer including those developed by Selerant Professional Services.

- 3.6.6.4.3. Problem reports relating to country versions that are not part of the Selerant's standard Software and that are realized as partner add-ons, enhancements, or modifications is expressly excluded even if these versions were created by Selerant or an associated organization.
- 3.6.6.4.4. The root-cause behind the message is not a malfunction, but a missing functionality ("development request") or the message is ascribed to a consulting request.
- 3.6.7. Service Level Non-Performance, Penalties and Remedies
 - 3.6.7.1. The SLA for Initial Reaction Time and/or the SLA for Corrective Action as defined in the table of Section 3.6.2 shall be met if Selerant reacts in at least 95% of all cases in a calendar quarter - starting with the first full calendar quarter after the start of the Service Term - (the "Measured Period") within the agreed time frame and in accordance with the respective SLA. If there are less than 20 reports during a Measured Period, Selerant is allowed to fail to meet the applicable time frames.
 - 3.6.7.2. Subject to Section 3.6.8.1 above, in the event that the time frames for the SLA for Initial Reaction Time and/or the SLA for Corrective Action are not met (each a "Failure"), the following rules and procedures shall apply:
 - 3.6.7.2.1. Customer shall inform Selerant of any alleged Failure in writing.
 - 3.6.7.2.2. Selerant will provide Customer with a reporting to prove or disprove the accuracy of Customer's claim.
 - 3.6.7.2.3. Customer will provide reasonable assistance to Selerant in its efforts to correct any problems or processes inhibiting Selerant's ability to reach the SLAs.
 - 3.6.7.2.4. Subject to this Section 3.6 in particular Section 3.6.2 and 3.6.6 above, if, based on such reporting Selerant's Failure is proved, Selerant shall apply a service level credit ("SLC") to Customer's next Gold Support fee equal to one quarter percent (0.25%) of the Gold Support fee as specified in the Cloud Services Order applicable to the calendar quarter in which such Failure reported and proved.
 - 3.6.7.2.5. Any such penalties shall be credited against any claims for damages (including but not limited to claims for non-performance) of Customer arising out of Selerant's Failure to meet the respective SLA.
 - 3.6.7.2.6. Per calendar quarter, penalty payments shall in no event exceed a total of five percent (5%) of the Gold Support Fee as specified in the Cloud Services Order applicable to such calendar quarter.
 - 3.6.7.2.7. Customer bears the responsibility to notify Selerant within thirty (30) days after the end of the calendar quarter in which the Failure occurs. No penalties will be paid unless the claim is received by Selerant in writing.
- 3.7. CUSTOMER'S OBLIGATIONS
- 3.8. In order to enable Selerant to supply the services object of this agreement the Customer shall:
 - 3.8.1. use only the Maintained Releases;
 - 3.8.2. ensure that the Selerant Software are used in a proper manner by competent trained employees or by persons under their supervision;
 - 3.8.3. not alter or modify the Selerant Software or the Software Documentation in any way;
 - 3.8.4. cooperate fully with Selerant's personnel in the diagnosis of any error or defect in Selerant Software or the Software Documentation; and
 - 3.8.5. make available to Selerant free of charge:
 - 3.8.5.1. all information facilities and services reasonably required by Selerant to enable Selerant to perform the Support Services including without limitation computer runs, printouts, data preparation; and
 - 3.8.5.2. such telecommunication facilities as are reasonably required by Selerant for testing and diagnostic purposes.
 - 3.8.5.3. in case of request of sensitive information that may cause damage to the Customer, the Customer may elect to send fictitious data that replicate the data on which the problem encountered.

Exhibit C - Data Processing Agreement for Selerant Cloud Services

Version December 11, 2018

1. Scope and order of precedence
 - 1.1. This agreement (the "Data Processing Agreement") applies to Selerant's Processing of Personal Data provided to Selerant by Customer as part of Selerant's provision of Cloud Services ("Cloud Services"), as further specified in (i) the applicable Selerant Cloud Services Agreement and (ii) the Cloud Services ordering document between Customer and Selerant, and all documents, addenda, schedules and exhibits incorporated therein (collectively the "Agreement") by and between the Customer entity and Selerant subsidiary listed in the order for Cloud Services.
 - 1.2. This Data Processing Agreement is subject to the terms of the Agreement and is incorporated into the Agreement. Except as expressly stated otherwise, in the event of any conflict between the terms of the Agreement and the terms of this Data Processing Agreement, the relevant terms of this Data Processing Agreement shall take precedence. This Data Processing Agreement shall be effective for the Services Period of any Selerant Cloud order placed under the Agreement.
2. Definitions
 - 2.1. "Customer" or "Data Processor" means the Customer that has executed the order for Cloud Services.
 - 2.2. "Selerant" or "Data Processor" means the Selerant subsidiary listed in the order for Cloud Services.
 - 2.3. "Selerant Affiliates" mean the subsidiaries of Selerant Corporation that may assist in the performance of the Cloud Services.
 - 2.4. "Model Clauses" means the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive (defined below).
 - 2.5. "Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 2.6. "Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction..
 - 2.7. "Subprocessor" means a third party subcontractor engaged by Selerant which, as part of the subcontractor's role of delivering the Cloud Services, will Process Personal Data of the Customer.
 - 2.8. "The Regulation" or "GDPR" means Regulation (EU) 2016/679 of the European parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)a.
 - 2.9. Other terms have the definitions provided for them in the Agreement or as otherwise specified below.
3. Categories of Personal Data and purpose of the Personal Data Processing
 - 3.1. In order to execute the Agreement, and in particular to perform the Cloud Services on behalf of Customer,
 - 3.2. the Appendix A to this document indicates the types of personal data and the categories of data subjects to be processed by Selerant in the performance of the services to which it is responsible pursuant to the Agreement. The Appendix A is an integral part of this document.
 - 3.3. Selerant will Process Personal Data solely for the provision of the Cloud Services, and will not otherwise (i) Process or use Personal Data for purposes other than those set forth in the Agreement or as instructed by Customer, or (ii) disclose such Personal Data to third parties other than Selerant Affiliates or Subprocessors for the aforementioned purposes or as required by law.
4. Customer's Instructions
 - 4.1. During the Services Period of any order for Cloud Services, Customer may provide instructions to Selerant in addition to those specified in the Agreement with regard to processing of Personal Data. Selerant will comply with all such instructions without additional charge to the extent necessary for Selerant to comply with laws applicable to Selerant as a data processor in the performance of the Cloud Services; the parties will negotiate in good faith with respect to any other change in the Cloud Services and/or fees resulting from such instructions.
5. Controller of Data
 - 5.1. Customer will at all times remain the data controller for the purposes of the Cloud Services, the Agreement, and this Data Processing Agreement. Customer is responsible for compliance with its obligations as data processor under data protection laws, in particular for justification of any transmission of Personal Data to Selerant (including providing any required notices and obtaining any required consents), and for its decisions and actions concerning the Processing and use of the data.
6. Rights of Data Subject
 - 6.1. Selerant undertakes to assist the Customer, if needed even implementing suitable technical and organizational measures, in order to meet the Customer's obligation to execute the requests for the exercise of the rights that the

regulation recognizes to the Data Subjects, that is – by way of a non-limiting example – in the exercise of the following rights:

- 6.2. Access, rectification, cancellation and opposition;
- 6.3. Limitation of the processing;
- 6.4. Data portability.
- 6.5. Selerant will grant Customer electronic access to Customer's Cloud Services environment that holds Personal Data to permit Customer to delete, release, correct or block access to specific Personal Data or, if that is not practicable and to the extent permitted by applicable law, follow Customer's detailed written instructions to delete, release, correct or block access to Personal Data held in Customer's Cloud Services environment. Customer agrees to pay Selerant's reasonable fees associated with the performance of any such deletion, release, correction or blocking of access to Personal Data. Selerant will pass on to the Customer any requests of an individual data subject to delete, release, correct or block Personal Data Processed under the Agreement.
7. Cross Border and Onward Data Transfer
 - 7.1. Selerant treats all Personal Data in a manner consistent with the requirements of the Agreement and this Data Processing Agreement in all locations globally. Selerant's information policies, standards and governance practices are managed on a global basis.
 - 7.2. To the extent Personal Data originating from the European Union is transferred to Selerant, Selerant Affiliates or Subprocessors located in countries outside European Union and that have not received a binding adequacy decision by the European Commission pursuant to Article 45 of the Regulation (EU) 2016/679 or by a competent national data protection authority, such transfers are managed as follows and according to Chapter V "Transfers of personal data to third countries or international organisations" of the Regulation (EU) 2016/679.
 - 7.3. Transfers from Customer to Selerant or Selerant Affiliates are made subject to the terms of this Data Processing Agreement and (i) the Model Clauses, with Customer acting as the "data exporter" and Selerant and/or the Selerant Affiliate(s) acting as the "data importer(s)" (as those terms are defined in the Model Clauses); or (ii) other appropriate transfer mechanisms that provide an adequate level of protection in compliance with the applicable requirements. The terms of this Data Processing Agreement shall be read in conjunction with the Model Clauses or other appropriate transfer mechanism referred to in the prior sentence.
 - 7.4. For transfers from Selerant to Selerant Affiliates, Selerant shall ensure that such transfers are subject to (i) the terms of the Selerant intra-company agreement entered into between Selerant Group and the Selerant Affiliates, which requires all transfers of Personal Data to be made in compliance with the Model Clauses and with all applicable Selerant security and data privacy policies and standards; or (ii) other appropriate transfer mechanisms that provide an adequate level of protection in compliance with the applicable requirements according to Articles 46 and 47 of the Regulation (EU) 2016/679.
 - 7.5. For transfers from Selerant or Selerant Affiliates to Subprocessors, Selerant requires the Subprocessor to execute Model Clauses incorporating security and other data privacy requirements consistent with those of this Data Processing Agreement.
8. Affiliates and Subprocessors
 - 8.1. Some or all of Selerant's obligations under the Agreement may be performed by Selerant Affiliates. Selerant and the Selerant Affiliates have entered into the intra-company agreement specified above, under which the Selerant Affiliates Processing Personal Data adopt safeguards consistent with those of Selerant. Selerant is responsible for its compliance and the Selerant Affiliates' compliance with this requirement. The list of Selerant Affiliates is shown in the Appendix B. The Appendix B is an integral part of this document.
 - 8.2. Selerant also may engage Subprocessors to assist in the provision of the Cloud Services. Selerant maintains a list of Subprocessors that may Process the Personal Data of Selerant's Cloud Service customers and will provide a copy of that list to Customer upon request.
 - 8.3. All Subprocessors are required to abide by the same obligations as Selerant under this Data Processing Agreement as applicable to their performance of the Cloud Services. Customer may request that Selerant audit the Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist customer in obtaining a third-party audit report concerning Subprocessor's operations) to ensure compliance with such obligations. Customer also will be entitled, upon written request, to receive copies of the relevant terms of Selerant's agreement with Subprocessors that may Process Personal Data, unless the agreement contains confidential information, in which case Selerant may provide a redacted version of the agreement.
 - 8.4. Selerant remains responsible at all times for compliance with the terms of the Agreement and this Data Processing Agreement by Selerant Affiliates and Subprocessors.
 - 8.5. Customer consents to Selerant's use of Selerant Affiliates and Subprocessors in the performance of the Cloud Services in accordance with the terms of Sections 7 and 8 above.
9. Technical and Organizational Measures
 - 9.1. When Processing Personal Data on behalf of Customer in connection with the Cloud Services, Selerant has implemented and will maintain appropriate technical and organizational security measures for the Processing of such data, including the measures specified in this Section to the extent applicable to the Selerant's Processing of Personal Data. These

measures are intended to protect Personal Data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and against all other unlawful forms of processing. Additional information concerning such measures, including the specific security measures and practices for the particular Cloud Services ordered by Customer, may be specified in the Agreement.

- 9.2. Physical Access Control. Selerant employs measures designed to prevent unauthorized persons from gaining access to data processing systems in which Personal Data is processed, such as the use of security personnel, secured buildings and data center premises.
- 9.3. System Access Control. The following is, among other controls, be applied depending upon the particular Cloud Services ordered: authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels. For Cloud Services hosted @Selerant: (i) log-ins to Cloud Services Environments by Selerant employees and Subprocessors are logged; (ii) logical access to the data centers is restricted and protected by firewall/VLAN; and (iii) intrusion detection systems, centralized logging and alerting, and firewalls are used.
- 9.4. Data Access Control. Personal Data is accessible and manageable only by properly authorized staff appointed as system administrator, direct database query access is restricted, and application access rights are established and enforced. The list of System administrator is available to Customer upon request
- 9.5. In addition to the access control rules set forth in Sections 9.1 – 9.3 above, Selerant implements an access policy under which Customer controls access to its Cloud Services environment and to Personal Data and other data by its authorized personnel.
- 9.6. Transmission Control. Except as otherwise specified for the Cloud Services (including within the ordering document or the applicable service specifications), transfers of data outside the Cloud Service environment are encrypted. The content of communications (including sender and recipient addresses) sent through some email or messaging services may not be encrypted. Customer is solely responsible for the results of its decision to use unencrypted communications or transmissions.
- 9.7. Input Control. The Personal Data source is under the control of the Customer, and Personal Data integration into the system, is managed by secured file transfer (i.e., via web services or entered into the application) from the Customer. Note that some Cloud Services permit Customers to use unencrypted file transfer protocols. In such cases, Customer is solely responsible for its decision to use such unencrypted field transfer protocols.
- 9.8. Data Backup. For Cloud Services hosted @Selerant: back-ups are taken on a regular basis; back- ups are secured using a combination of technical and physical controls, depending on the particular Cloud Service.
- 9.9. Data Segregation. Personal Data from different Selerant customers' environments is logically segregated on Selerant's systems.
10. Audit Rights
 - 10.1. Customer may audit Selerant's compliance with the terms of the Agreement and this Data Processing Agreement up to once per year. Customer may perform more frequent audits of the Cloud Service computer systems that Process Personal Data to the extent required by laws applicable to Customer. If a third party is to conduct the audit, the third party must be mutually agreed to by Customer and Selerant and must execute a written confidentiality agreement acceptable to Selerant before conducting the audit.
 - 10.2. To request an audit, Customer must submit a detailed audit plan at least four weeks in advance of the proposed audit date to Selerant's IT organization describing the proposed scope, duration, and start date of the audit. Selerant will review the audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise Selerant security, privacy, employment or other relevant policies). Selerant will work cooperatively with Customer to agree on a final audit plan. If the requested audit scope is addressed in a SSAE 16/ISAE 3402 Type 2, ISO, NIST, PCI DSS, HIPAA or similar audit report performed by a qualified third party auditor within the prior twelve months and Selerant confirms there are no known material changes in the controls audited, Customer agrees to accept those findings in lieu of requesting an audit of the controls covered by the report.
 - 10.3. The audit must be conducted during regular business hours at the applicable facility, subject to Selerant policies, and may not unreasonably interfere with Selerant business activities.
 - 10.4. Customer will provide Selerant IT any audit reports generated in connection with any audit under this section, unless prohibited by law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement and this Data Processing Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.
 - 10.5. Any audits are at the Customer's expense. Any request for Selerant to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required for the provision of the Cloud Services. Selerant will seek the Customer's written approval and agreement to pay any related fees before performing such audit assistance.
11. Incident Management and Breach Notification
 - 11.1. Selerant evaluates and responds to incidents that create suspicion of unauthorized access to or handling of Personal Data ("Incident"). Selerant IT is informed of such Incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those Incidents. Selerant IT will work with Customer, with internal

Selerant lines of business, with the appropriate technical teams and, where necessary, with outside law enforcement to respond to the Incident. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of the Cloud Services environment, and to establish root causes and remediation steps.

- 11.2. Selerant operations staff is instructed on responding to Incidents where handling of Personal Data may have been unauthorized, including prompt and reasonable reporting to Selerant IT and to Selerant Corporation's legal department, escalation procedures, and chain of custody practices to secure relevant evidence.
- 11.3. For purposes of this section, "Security Breach" means the misappropriation of Personal Data located on Selerant systems or the Cloud Services environment that compromises the security, confidentiality or integrity of such information. Selerant will inform Customer within 24 hours if Selerant determines that Personal Data has been subject to a Security Breach (including by a Selerant employee) or any other circumstance in which Customer is required to provide a notification under applicable law, unless otherwise required by law.
- 11.4. Selerant will promptly investigate the Security Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, Selerant will provide Customer with a description of the Security Breach, the type of data that was the subject of the breach, and other information Customer may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant data protection authorities.
12. Return and Deletion of Personal Data upon End of Cloud Services or at Customer's Request
 - 12.1. Following termination of the Cloud Services, Selerant will return or otherwise make available for retrieval Customer's Personal Data then available in the Customer's Cloud Services environment. Following return of the data, or as otherwise specified in the Agreement, Selerant will promptly delete or otherwise render inaccessible all copies of Personal Data from the production Cloud Services environment, except as may be required by law. Selerant's data return and deletion practices are described in more detail in the Agreement.
13. Cooperation for the Impact Assessment on data protection
 - 13.1. Upon request by the Customer, Selerant undertakes to cooperate with it to allow the correct execution of the Impact Assessment provided by article 35 of the GDPR in the cases set forth by the Regulation or in case the Customer reckons it suitable, in particular helping to determine and implement the measures provided to face the risks, including guarantees, security measures and mechanisms to ensure the protection of personal data and to demonstrate the compliance with the GDPR, considering the rights and legitimate interests of Data Subjects and of other people involved.
14. Legally Required Disclosures
 - 14.1. Except as otherwise required by law, Selerant will promptly notify Customer of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority ("Demand") that it receives and which relates to the Personal Data Selerant is Processing on Customer's behalf. At Customer's request, Selerant will provide Customer with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for Customer to respond to the Demand in a timely manner. Customer acknowledges that Selerant has no responsibility to interact directly with the entity making the Demand.
15. Service Analyses
 - 15.1. Selerant may (i) compile anonymous statistical and other information related to the performance, operation and use of the Cloud Services, and (ii) use data from the Cloud Services environment in aggregated and anonymous form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Selerant may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer's Content or Confidential Information in a form that could identify or serve to identify Customer or any data subject, and Service Analyses do not constitute Personal Data. Selerant retains all intellectual property rights in Service Analyses.
16. Legal Discovery
 - 16.1. The Customer may place a legal discovery request to Selerant on Customer data which may be subject to a legal action. In that case, Selerant shall make a reasonable effort in order to provide an answer to Customer's request and make the Customer data available within 15 days from the request or within a longer term when requested by the Customer, without impacting data retention schedules or live data. Customer agree to pay Selerant for this service fee on a time and material basis accordingly to Selerant services fees current at that time.