

## TopQuadrant End User Licensing Agreement

*Effective starting: October 25, 2024*

This Agreement is between Customer and TopQuadrant. “**Customer**” means the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement. “**TopQuadrant**” means TopQuadrant, Inc., a Delaware corporation.

**If you (the person accepting this Agreement) are accepting this Agreement on behalf of your employer or another entity, you agree that: (i) you have full legal authority to bind your employer or such entity to this Agreement, and (ii) you agree to this Agreement on behalf of your employer or such entity.**

**If you are accepting this Agreement using an email address from your employer or another entity, then: (i) you will be deemed to represent that party, (ii) your acceptance of this Agreement will bind your employer or that entity to these terms, and (iii) the word “you” or “Customer” in this Agreement will refer to your employer or that entity.**

**By clicking on the “Agree” (or similar button or checkbox) that is presented to you at the time of placing an Order, downloading the Solution, or by using or accessing the Solution, you confirm you are bound by this Agreement. If you do not wish to be bound by this Agreement, do not click “Agree” (or similar button or checkbox), download the Solution, or use or access the Solution.**

1. **OVERVIEW.** This Agreement applies to Customer’s Orders for the Solution and related Support. The terms of this Agreement apply to both TopQuadrant On Premise Software and TopQuadrant SaaS, although certain terms apply only to TopQuadrant On Premise Software or TopQuadrant SaaS, as specified below.
2. **DEFINITIONS.** Capitalized terms used but not otherwise defined in this Agreement have the following meanings:
  - 2.1. “**Confidential Information**” has the meaning specified in Section 9.1.
  - 2.2. “**Customer Data**” means any and all data provided to TopQuadrant by Customer, its customers, authorized agents and/or subcontractors, or otherwise processed by TopQuadrant in connection with the provision of a Solution and/or Services under this Agreement.
  - 2.3. “**Customer Materials**” has the meaning specified in Section 7.1.
  - 2.4. “**Intellectual Property Rights**” means any and all intellectual property rights throughout the world, including, without limitation, any and all patents, copyrights, trademarks, trade secret rights, inventions, and any and all similar or equivalent rights throughout the world.
  - 2.5. “**Malicious Code**” means any undocumented malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware, or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by the Solution or any of TopQuadrant’s computer systems in any manner.
  - 2.6. “**Notice Address**” means the notice address for TopQuadrant or Customer, as applicable, as set forth on the first page of this Agreement.
  - 2.7. “**Order Form**” means the type of Order Form used by TopQuadrant to allow Customer to use the TopQuadrant SaaS, license the TopQuadrant On Premise Software or to set forth any Services to be performed under this Agreement.
  - 2.8. “**Services**” means any services to be performed by TopQuadrant under this Agreement, including professional services, implementation consulting services, and training services.

- 2.9. “**Solution**” means any TopQuadrant On Premise Software and TopQuadrant SaaS purchased or licensed by Customer under this Agreement.
- 2.10. “**Term**” has the meaning specified in Section 4.1 below.
- 2.11. “**TopQuadrant On Premise Software**” means TopQuadrant’s on-premise software (in object code form) as specifically identified in an On Premise Software Order Form, including all improvements, corrections, modifications, alterations, revisions, extensions, upgrades, updates, new releases, and/or enhancements to the software and/or documentation made available to Customer during the Term.
- 2.12. “**TopQuadrant SaaS**” means TopQuadrant’s TopBraid™ Enterprise Data Governance, which is a centrally-hosted software application that is managed and maintained by TopQuadrant and made available to Customer over the internet or other network (commonly referred to as software-as-a-service), including all improvements, corrections, modifications, alterations, revisions, extensions, upgrades, updates, new releases, and/or enhancements to the software and/or documentation made available to Customer during the Term.

### 3. SCOPE OF AGREEMENT

- 3.1. Application and Structure. This Agreement sets forth the only terms under which Customer will license or access and use the Solution from TopQuadrant. When Customer wishes to license or access and use a Solution or order Services, Customer and TopQuadrant will execute an applicable Order Form.
- 3.2. Conflicts; Order of Precedence. Except for Order Forms that clearly state that they are governed by another written agreement between the parties, the terms and conditions of this Agreement apply to all Order Forms, even if they do not specifically reference this Agreement. In the event of a conflict between this Agreement and any Order Form, the order of precedence will be as follows: (a) this Agreement, and (b) the Order Form. Notwithstanding the foregoing, the terms of an Order Form may prevail for purposes of that Order Form if (i) the Order Form expressly identifies and supersedes or modifies a provision in this Agreement, and (ii) the Order Form is signed by an authorized signatory of TopQuadrant and Customer.
- 3.3. TopQuadrant On Premise Software.
- 3.3.1. License Grant. With respect to each TopQuadrant On Premise Software Order Form, as of the effective date set forth in the applicable TopQuadrant On Premise Software Order Form, TopQuadrant shall and hereby does grant to Customer, for its internal business purposes only and for no other purposes, a non-exclusive, non-transferable right to install, use, and internally display the TopQuadrant On Premise Software for the applicable license term set forth in the applicable TopQuadrant On Premise Software Order Form.
- 3.3.2. Updates and Upgrades. “**Updates and Upgrades**” includes all enhancements, bug fixes, patches, error corrections, revisions, and releases to the TopQuadrant On Premise Software. It does not include products, features, modules, customizations, connectors, and outputs of engagements with TQ professional services that are separately marketed by TopQuadrant for an additional fee. Provided that Customer is then current in paying TopQuadrant all associated fees due for TopQuadrant Support (as defined below), TopQuadrant will provide Customer with Updates and Upgrades as part of the TopQuadrant On Premise Software as soon as they are made commercially available by TopQuadrant. TopQuadrant will promptly notify Customer from time to time as Updates and Upgrades become available. Updates and Upgrades will be furnished to Customer no later than the date the relevant update is released to other customers who license the TopQuadrant On Premise Software, provided that Customer is then current and not otherwise in breach of its obligations to TopQuadrant under this Agreement and any applicable TopQuadrant On Premise Software Order Form.
- 3.3.3. Maintenance and Support. Provided that Customer is then current in paying TopQuadrant all associated fees due under this Agreement, TopQuadrant will provide the support and maintenance obligations set forth on Exhibit A.

3.3.4. Representations and Warranties. In addition to the other representations, warranties and covenants in this Agreement, TopQuadrant represents, warrants and covenants that: (a) the TopQuadrant On Premise Software will conform in all material respects to TopQuadrant's published specifications and documentation as well as to any specifications and descriptions set forth in the applicable TopQuadrant On Premise Software Order Form for a period of 90 days from the date of delivery to Customer; and (b) the TopQuadrant On Premise Software will be virus-free and without any codes or backdoors that will provide any unauthorized access to Customer's computers or network.

3.4. TopQuadrant SaaS.

3.4.1. License Grant. With respect to each TopQuadrant SaaS Order Form and the TopQuadrant SaaS identified therein, unless otherwise set forth in the applicable TopQuadrant SaaS Order Form, TopQuadrant hereby grants to Customer, for its internal business purposes only and for no other purposes, a non-exclusive, non-transferable right to access and use the TopQuadrant SaaS for the term set forth in the applicable TopQuadrant SaaS Order Form under the conditions and requirements set forth therein.

3.4.2. Customer Responsibilities. Customer is responsible for the following: (a) protecting the names and passwords of Customer's users of the TopQuadrant SaaS; (b) preventing, and for promptly notifying TopQuadrant of, any unauthorized access to or use of the TopQuadrant SaaS; (c) each user's compliance with (i) the terms and conditions of this Agreement, and (ii) the applicable TopQuadrant SaaS Order Form, and each user's acts and omissions; (d) using the TopQuadrant SaaS within the permitted scope and limitations and only in accordance with this Agreement and the applicable TopQuadrant SaaS Order Form; (e) maintaining archival and backup copies of all Customer Data (and any prior versions thereof) outside of the instance being used by TopQuadrant to provide the TopQuadrant SaaS; and (f) using the TopQuadrant SaaS in accordance with applicable laws.

3.4.3. Operation. TopQuadrant will provide everything necessary to provide the TopQuadrant SaaS, including the hardware, proprietary and third-party application(s) (if any), facilities and services, operations, administration and management services. TopQuadrant will house its infrastructure for the TopQuadrant SaaS in a secure facility. TopQuadrant will regularly monitor the performance of the TopQuadrant SaaS in order to provide reasonable assurance that the TopQuadrant SaaS is operating as expected and is appropriately and securely accessible from and to the internet.

3.4.4. Updates and Upgrades. Unless otherwise specified in the applicable TopQuadrant SaaS Order Form, the TopQuadrant SaaS includes all Updates and Upgrades. Updates and Upgrades will become part of the TopQuadrant SaaS when made generally commercially available by TopQuadrant.

3.4.5. Maintenance and Support. TopQuadrant's support and maintenance obligations will be provided in conformance with the obligations set forth on Exhibit B.

3.4.6. Customer Data.

3.4.6.1. Ownership of Customer Data. The TopQuadrant SaaS includes the ability for Customer to upload Customer Data. Customer controls and owns all right, title, and interest in and to Customer Data. Customer hereby grants to TopQuadrant a non-exclusive, royalty-free license to access, use and copy the Customer Data as necessary to provide the TopQuadrant SaaS and Services to Customer.

3.4.6.2. Customer Responsibility for Customer Data. Customer is solely responsible for the accuracy and quality of the Customer Data. Customer represents, warrants, and covenants that it has, and will have during the Term, the legal right and authority to provide TopQuadrant with access to, use of, and license to the Customer Data and such access, use and license will not a cause a breach of any third-party agreement, violate

any right of a third party, or any applicable law. Without limiting the generality of the foregoing, Customer represents, warrants and covenants that at all times during the Term, it will have obtained all consents reasonably necessary for TopQuadrant to access and use the Customer Data and that the Customer Data:

- (i) is provided to TopQuadrant in accordance with all applicable laws, does not otherwise violate any applicable law, and could not give rise to any civil liability;
- (ii) will not and does not infringe any Intellectual Property Rights;
- (iii) will not and does not violate the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- (iv) will not and does not misrepresent the source of the Customer Data;
- (v) will not and does not misrepresent Customer's identity in any way;
- (vi) will not and does not contain any Malicious Code;
- (vii) will not and does not advocate or encourage any illegal activity; and
- (viii) will not violate, or encourage any conduct that would violate, any applicable law or regulation or would give rise to civil liability.

3.4.6.3. Security of Customer Data. TopQuadrant will implement and maintain physical, technical, and administrative safeguards that are reasonably designed to protect the security, confidentiality, and integrity of the Customer Data. TopQuadrant shall access, use, and disclose Customer Data only as necessary to provide the TopQuadrant SaaS and its related functionality and the Services. TopQuadrant will promptly notify Customer if it becomes aware of any unauthorized access to, or disclosure of, the Customer Data.

3.4.6.4. Data Processing Addendum. To the extent the Customer Data includes any Personal Data (as defined below), TopQuadrant and Customer will comply with their respective obligations set forth in the data processing addendum attached hereto as Exhibit C (the "**Data Processing Addendum**"). As used herein, "**Personal Data**" shall have the meaning given to such term in the Data Processing Addendum.

### 3.5. Services.

3.5.1. Specifications. All Services will conform in all material respects to any specifications and descriptions set forth in the applicable Services Order Form.

3.5.2. Subcontractors. TopQuadrant will be entitled to use subcontractors and affiliates of TopQuadrant to provide any Services to Customer (each, a "**Permitted Subcontractor**"), provided that TopQuadrant will remain fully responsible for the performance of each Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement. TopQuadrant will require each Permitted Subcontractor to be bound by confidentiality restrictions no less restrictive than those contained in this Agreement and by intellectual property assignment provisions as may be necessary to allow TopQuadrant to grant the licenses, if any, set forth in this Agreement.

3.5.3. Change Management. The parties may modify the scope of Services in any Services Order Form, provided that any such changes must be reflected in a mutually executed change request to the applicable Services Order Form.

#### 4. TERM AND TERMINATION

- 4.1. Term. Unless earlier terminated as provided herein, the term of this Agreement (the “**Term**”) commences on the Effective Date and continues until all Order Forms have ended.
- 4.2. Termination. Either party may, at its option and upon written notice to the other party, terminate this Agreement, or any Order Form hereunder if a material breach of this Agreement or such Order Form by the other party is not remedied within 30 days after the breaching party’s receipt of written notice of the breach. Upon termination, TopQuadrant will return to Customer or, with Customer’s consent, destroy all Confidential Information of Customer and Customer Materials in TopQuadrant’s possession.
- 4.3. Survival of Terms. The provisions of Sections 7, 9, 10, 11 and 12, any accrued payment obligations, and any other provisions that are, by their nature, intended to survive the expiration or termination of this Agreement will survive and continue in effect and will bind the parties and their permitted successors and assigns.

#### 5. PAYMENT

- 5.1. Payment by Customer. All amounts payable under this Agreement and under all Order Forms must be paid by Customer within 30 days after the invoice date.
- 5.2. Overdue Payments. If any undisputed payments are not received from Customer by the due date, then such charges will accrue interest at the rate of the lesser of 1.5% of the outstanding balance per month or the maximum rate permitted by law from the date such payment was due until the date TopQuadrant receives such payment.
- 5.3. Suspension of Services. If any undisputed payments are not received from Customer by the due date, then in addition to any other remedies available to TopQuadrant under this Agreement, TopQuadrant may suspend any further provision of Services and/or the Solution under this Agreement until all past due payments are received from Customer.
- 5.4. Currency; Taxes. Unless otherwise agreed in an Order Form, all prices charged for the Solution and Services must be stated (and payments made) in United States (“U.S.”) Dollars. All amounts payable under this Agreement and any Order Form are: (a) exclusive of any sales, use, excise, value added, goods and services, and gross receipts taxes, and any and all similar taxes or legally imposed fees, duties or contributions based upon such amounts, this Agreement and any Order Form, except for franchise taxes, if any, or taxes based upon the net income of TopQuadrant; and (b) reflect the net cash payable to TopQuadrant, net of any and all such taxes, levies, fees and withholdings of every kind or nature. All such taxes, levies, fees and withholdings and the obligation to pay such amounts to the appropriate taxing authorities in a timely manner are the sole responsibility of Customer.

#### 6. OTHER AGREEMENTS

- 6.1. Compliance. Each party shall comply with all applicable laws, orders and regulations of any governmental authority (inside and outside the U.S.) with jurisdiction over that party’s activities in connection with this Agreement, the Services, the Solution or technology licensed or sold under this Agreement, or the transactions contemplated by this Agreement.
- 6.2. On-Site Requirements. TopQuadrant will ensure that, while on the premises of Customer, TopQuadrant’s personnel, agents and subcontractors will abide by any written environmental, health and safety or security guidelines provided by Customer to TopQuadrant.
- 6.3. Records and Audit Rights. Customer will maintain complete and accurate records relating to this Agreement. During the Term and for two years after this Agreement terminates, TopQuadrant may audit Customer’s relevant records to confirm Customer’s compliance with this Agreement. Customer shall provide to TopQuadrant all reasonable access in connection with the audit, including access to its systems, premises, and employees. Audits shall be conducted so as to minimize interference with Customer’s use of the Solution and its normal business operations.

## 7. INTELLECTUAL PROPERTY

- 7.1. License to Use Customer Materials. To the extent Customer delivers to TopQuadrant, or provides TopQuadrant access to, any documentation, Customer Data, hardware, tools, and/or any other materials, information or intellectual property owned, leased, and/or licensed by Customer (collectively, “**Customer Materials**”), Customer grants to TopQuadrant a non-exclusive, non-transferable, non-assignable, royalty-free license to use such Customer Materials for the purpose of fulfilling its obligations under this Agreement and for no other purpose. All such Customer Materials remain the sole and exclusive property of Customer.
- 7.2. Intellectual Property Rights in the Solution. Except as expressly provided in an applicable Order Form, as between Customer and TopQuadrant, subject to any licenses or use rights granted to Customer under this Agreement and any applicable Order Form, all Intellectual Property Rights in the Solution are and will remain solely and exclusively the property of TopQuadrant.
- 7.3. Restrictions. Customer shall not (and shall not permit others to): (a) permit any third party to access the Solution, except as expressly permitted herein or in the applicable Order Form; (b) create derivative works based on the Solution; (c) copy, frame or mirror any part or content of the Solution, other than copying or framing on its own intranets or otherwise for its own internal business purposes; (d) disassemble, reverse engineer or decompile the Solution; (e) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share the Solution, or make it available for access by third parties, including without limitation, in the manner of a service bureau or hosted application; (f) use the Solution to provide a service for others; (g) modify the Solution; (h) use or access the Services or the Solution in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Solution; (i) release to any third party the results of any evaluation of the Solution performed by or on behalf of Customer for benchmarking or competitive purposes without the prior written approval of TopQuadrant; or (j) use, include, store or send Malicious Code from the Solution.
- 7.4. Feedback. If TopQuadrant receives any feedback (e.g., questions, comments, suggestions or the like) regarding the Solution (collectively, “**Feedback**”), all rights, including Intellectual Property Rights, in such Feedback shall belong exclusively to TopQuadrant, and Customer hereby irrevocably and unconditionally transfers and assigns to TopQuadrant all intellectual property rights in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by TopQuadrant at its sole discretion, and that TopQuadrant in no way shall be obliged to make use of any kind of the Feedback or part thereof.
- 7.5. Analytics. As used herein, “**Analytics**” means information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by or from the Solution or Services, or regarding Customer’s or its users’ use of the Solution, including without limitation characteristics such as size and performance metrics of Customer Data, but excluding the user-viewable content of the Customer Data. Customer agrees that TopQuadrant may create, collect, use and disclose Analytics for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision and improvement of the Solution and the Services. Analytics will be in aggregate or anonymous form only.

## 8. REPRESENTATIONS AND WARRANTIES

- 8.1. By TopQuadrant. TopQuadrant represents, warrants and covenants during the Term that: (a) TopQuadrant is duly organized and validly existing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof, and the person entering into this Agreement on behalf of TopQuadrant is authorized to do so; (b) TopQuadrant and the Solution comply with all applicable governmental laws, statutes, ordinances, administrative orders, rules and regulations; (c) this Agreement and the Solution do not breach any other agreement to which TopQuadrant is a party or bound; (d) TopQuadrant will, at the time of delivery of the Solution, have all the rights and licenses in the Solution necessary to allow Customer to use and/or receive the Solution; (e) the Solution will conform to all specifications and descriptions set forth in the applicable Order Form; and (f) the Services performed by TopQuadrant under this Agreement will be performed in a good, professional and workmanlike manner.

- 8.2. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TOPQUADRANT MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES OR THE SOLUTION, AND TOPQUADRANT SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 9. CONFIDENTIALITY

- 9.1. **Definitions.** As used in this Agreement, the term “**Confidential Information**” means any and all information, knowledge, data, and all other content and materials belonging to either party hereto and disclosed or provided to the other party in connection with this Agreement, including without limitation, the following: (a) technical, business, financial and marketing information, including without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions, formulas, software, firmware, algorithms, technology, materials, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information; (b) with respect to TopQuadrant, any TopQuadrant SaaS and any TopQuadrant On Premise Software provided by TopQuadrant; and (c) all reports, analyses, compilations, studies, or other documents prepared by either party or its Representatives which contain or otherwise reflect any Confidential Information of the other party. The term “**Representatives**” of a party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such party. Except for personally identifiable information, Confidential Information does not include information that the receiving party can demonstrate: (i) is or becomes generally available to the public without breach of this Agreement by the receiving party; (ii) was rightfully in its possession prior to first receiving such information from the disclosing party hereunder; (iii) was developed by it independently and without use of or reference to the disclosing party’s Confidential Information; or (iv) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation to the disclosing party.
- 9.2. **Restrictions on Use.** Except to the extent necessary in order to perform its obligations under this Agreement and subject to the terms of this Agreement, each party agrees that it: (a) shall hold in strict confidence all Confidential Information belonging to the other party; (b) shall use the Confidential Information solely to perform the Services, provide the Solution or to exercise its rights under this Agreement; and (c) shall not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to its Representatives who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms in this Agreement. The receiving party is solely responsible for the handling and treatment of the Confidential Information of the disclosing party by the Representatives of the receiving party. The receiving party shall use the same degree of care to protect the disclosing party’s Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than reasonable care.
- 9.3. **Compelled Disclosure.** Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party in response to a valid court order, subpoena, law, rule, regulation, or other governmental action, provided that: (a) to the extent permitted by applicable law or regulation, the receiving party required to make the disclosure notifies the disclosing party in writing prior to disclosure of the information; and (b) the receiving party reasonably cooperates with the disclosing party, at the disclosing party’s expense, in any attempt by the disclosing party to limit or prevent the disclosure of the Confidential Information. In the absence of a protective order or a waiver by the disclosing party of the receiving party’s confidentiality obligations herein, the receiving party may disclose only that portion of the disclosing party’s Confidential Information that it is advised by its counsel that it is legally required or compelled to disclose, and the receiving party shall use commercially reasonable efforts to ensure that confidential treatment will be accorded the Confidential Information so disclosed.

- 9.4. Return or Destruction. Upon the expiration or earlier termination of this Agreement or upon the written request of the disclosing party, the receiving party shall: (a) at its own expense, (i) promptly return to the disclosing party all Confidential Information of the disclosing party that is in tangible form (and all copies thereof) (collectively, the “**Material Information**”), or (ii) upon the written request of the disclosing party, destroy the Material Information and provide the disclosing party with written confirmation of such destruction; and (b) cease all further use of any Confidential Information of the disclosing party, whether in tangible or intangible form.
- 9.5. Ownership. As between the parties, the parties agree that the Confidential Information of the disclosing party is and will remain the property of the disclosing party. The receiving party obtains no right, title, interest, or license in or to any of the Confidential Information of the disclosing party, except for the rights set forth in this Agreement.

## 10. INDEMNIFICATION

- 10.1. Indemnification by TopQuadrant. TopQuadrant shall defend Customer against any claim, demand, suit, or proceeding (each, a “**Claim**”) made or brought against Customer by a third party to the extent such Claim is based upon: (a) an allegation that the use of the Solution as permitted hereunder infringes or misappropriates the Intellectual Property Rights of a third party; or (b) bodily injury (including death) based upon the actions of TopQuadrant or its employees or agents (each, a “**Claim Against Customer**”), and shall indemnify Customer for any damages, attorneys’ fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (i) promptly gives TopQuadrant written notice of the Claim Against Customer; (ii) gives TopQuadrant sole control of the defense and settlement of the Claim Against Customer (provided that TopQuadrant may not settle any Claim Against Customer unless the settlement releases Customer of all liability); and (iii) provides to TopQuadrant all reasonable assistance, at TopQuadrant’s expense.
- 10.2. Indemnification by Customer. Customer shall defend TopQuadrant against any Claim made or brought against TopQuadrant by a third party alleging that the Customer Materials infringe or misappropriate the Intellectual Property Rights of a third party or violate applicable law (a “**Claim Against TopQuadrant**”), and shall indemnify TopQuadrant for any damages, attorneys’ fees and costs finally awarded against TopQuadrant as a result of, or for any amounts paid by TopQuadrant under a court-approved settlement of, a Claim Against TopQuadrant; provided that TopQuadrant (a) promptly gives Customer written notice of the Claim Against TopQuadrant; (b) gives Customer sole control of the defense and settlement of the Claim Against TopQuadrant (provided that Customer may not settle any Claim Against TopQuadrant unless the settlement releases TopQuadrant of all liability); and (c) provides to Customer all reasonable assistance, at Customer’s expense.
- 10.3. Infringement Remedies. In the event of a Claim Against Customer, or if TopQuadrant reasonably believes the Solution (or any part thereof) may infringe or misappropriate the Intellectual Property Rights of a third party, TopQuadrant may, in its discretion: (a) modify the Solution so that it no longer infringes or misappropriates; (b) obtain a license for Customer’s continued use of the Solution in accordance with this Agreement; or (c) if neither (a) nor (b) above is available using commercially reasonable efforts, terminate Customer’s right to use such Solution upon 30 days’ prior written notice and either: (i) in the case of a term license, refund to Customer any prepaid fees covering the remainder of the term of the license of the affected Solution after the effective date of termination; or (ii) in the case of a perpetual license (if applicable), refund a pro-rated portion of the applicable license fees to Customer (using a four year, straight line depreciation method).

## 11. LIMITATION OF LIABILITY

- 11.1. LIMITATION OF LIABILITY. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR A PARTY’S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS RELATED TO THIS AGREEMENT AND THE PROVISION OF THE SERVICES AND THE SOLUTION HEREUNDER WILL NOT IN ANY EVENT EXCEED THE AMOUNT PAID IN FEES BY CUSTOMER UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE LIABILITY CLAIM DURING THE LAST 12 MONTHS



IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY CLAIM. IN NO EVENT WILL THE FOREGOING IN ANY WAY LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

- 11.2. EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, AND INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES.

## 12. MISCELLANEOUS

- 12.1. Notice. Legal notices must be made in writing and properly addressed to the party to receive such notice at its Notice Address. Written notice will be deemed effective: (a) when sent by electronic mail or facsimile, if sent and confirmed during the normal business hours of the recipient, or if not so confirmed during normal business hours, on the next business day; (b) on the next business day after delivery to a nationally-recognized overnight courier service; or (c) on the third business day after deposit with the U.S. Mail, postage prepaid, registered mail or certified mail, return receipt requested. Either party may change its address for notice by giving notice to the other party in the manner provided herein.
- 12.2. Required Insurance. During the Term of this Agreement, TopQuadrant will maintain, at its own expense, in addition to all insurance required by applicable law, policies of insurance in such amounts and on such terms and conditions as it reasonably determines are necessary with respect to its business, provided that the amounts and other terms and conditions of such policies must be at least equivalent to policies appropriate for and typically maintained by other companies of comparable size engaged in similar business activities.
- 12.3. Governing Law; Venue. THIS AGREEMENT AND ANY DISPUTES BETWEEN TOPQUADRANT AND CUSTOMER (AND THEIR RESPECTIVE AGENTS AND REPRESENTATIVES), INCLUDING WITHOUT LIMITATION, TORT AND STATUTORY CLAIMS ARISING UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY RELATIONSHIPS CONTEMPLATED HEREIN, ARE GOVERNED BY AND MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, U.S., WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW AND EXCLUSIVE OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. TOPQUADRANT AND CUSTOMER IRREVOCABLY SUBMIT AND CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY COURT, FEDERAL OR STATE, WITHIN WAKE COUNTY, NORTH CAROLINA, HAVING PERSONAL AND SUBJECT MATTER JURISDICTION ARISING UNDER THIS AGREEMENT. THE PARTIES AGREE THAT SUCH COURTS WILL BE THE EXCLUSIVE PROPER FORUM FOR THE DETERMINATION OF ANY CLAIM OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND THE PARTIES WAIVE ANY OBJECTION TO VENUE OR INCONVENIENCE OF FORUM.
- 12.4. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 12.5. Attorneys' Fees. The substantially prevailing party in any action or proceeding to enforce this Agreement, including any efforts to collect amounts due under this Agreement by engagement of any attorney, collection agency or otherwise, is entitled to recover from the other party its costs and attorneys' fees, in addition to any damages available to such party.
- 12.6. Remedies. Except as may be otherwise provided in this Agreement, the rights or remedies of the parties hereunder are not exclusive, and both Customer and TopQuadrant are entitled alternatively or

cumulatively, subject to the other provisions of this Agreement, to damages for breach, to an order requiring specific performance, or to any other remedy available at law or in equity.

- 12.7. Publicity. Subject to all trademark and logo usage guidelines as may be provided by Customer to TopQuadrant, Customer hereby grants TopQuadrant the right to use the name, logo and other identifying marks and descriptions of Customer in TopQuadrant's general marketing activities, including in any sales and marketing materials, customer lists and on TopQuadrant's website. Customer will also work with TopQuadrant to issue a press release, within 90 days after the Effective Date, announcing the relationship between the parties. This and/or any future press releases referencing Customer shall be subject, in all instances, to Customer's prior written approval.
- 12.8. Independent Contractors. The parties are independent contractors and neither party: (a) is an agent, servant, representative, partner, joint venturer or employee of the other; or (b) has any authority to assume or create any obligation or liability of any kind on behalf of the other.
- 12.9. Assignment; Successors and Assigns. Customer may not assign any of its rights or delegate its obligations under this Agreement without the prior written consent of TopQuadrant. Any attempt to assign or transfer this Agreement or delegate any obligations hereunder other than in accordance with this Section will be null and void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 12.10. Changes to this Agreement. TopQuadrant may modify this Agreement from time to time, by posting the modified portion(s) of this Agreement on TopQuadrant's website. TopQuadrant must use commercially reasonable efforts to post any such modification within at least 30 days prior to its effective date. Except as specified below, modifications to this Agreement will take effect at the next Order or renewal.
- 12.11. Government End-Users. If Customer is a United States federal, state or local government customer, this Agreement is subject to, and is varied by, the Government Amendment set forth as Exhibit B hereto.
- 12.12. Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, Internet service provider failures or delays, governmental restrictions, appropriations or other causes beyond the reasonable control of a party hereto (each, a "**Force Majeure Event**"), either party is unable to perform in whole or in part its obligations as set forth in this Agreement, excluding any obligations to make payments hereunder, then such party will be relieved of those obligations to the extent it is so unable to perform, and such inability to perform will not make such party liable to the other party. Neither party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to a Force Majeure Event.
- 12.13. Entire Agreement. This Agreement, together with its exhibits and all Order Forms between the parties (which are incorporated herein by this reference), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings and agreements, written or oral, regarding such subject matter. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statements not expressly set forth in this Agreement. The use of electronic or pre-printed forms by Customer, such as purchase orders or acknowledgments (but expressly excluding any Order Form), is for convenience only and all terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect.
- 12.14. Waivers; Amendments. No waiver of any term or condition is valid unless in writing and signed by an authorized representative of the party against whom waiver is sought and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement or any Order Form will be valid unless set forth in a writing specifically referencing this Agreement and signed by authorized representatives of both parties.
- 12.15. Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal

or unenforceable provision will be severed from the remainder of this Agreement and the remainder of this Agreement will be enforced.

**EXHIBIT A**  
**SERVICE LEVEL AGREEMENT**

**1. TOPQUADRANT BASIC SUPPORT AND MAINTENANCE.**

Throughout the term of the applicable TopQuadrant Order Form, so long as Customer is not in material breach of the Agreement or the applicable Order Form, TopQuadrant shall provide Customer with the following support and maintenance services (collectively, “**Basic Support**”). Such services cover issues related to the general use, installation and maintenance of the application, such as:

- Basic installation (On-Premise) or SSO integration (SaaS)
- Diagnosis and resolution of product defects
- Responses to general "How To" questions about using product features
- Help with license issues
- Access to new product releases
- Assistance with any migration described in release notes as required for product upgrades
- Free of charge the option to upgrade to all maintenance releases and major software versions that are released during the term of the applicable TopQuadrant On Premise Software Order Form (applicable to On-Premise installations only)

*NOTE: Premium and Enterprise Support (as defined below) are available as an add-on level of support beyond Basic Support.*

Basic Support is included as part of the subscription fees for the TopBraid EDG. To the extent any out-of-pocket expenses (including, but not limited to, travel and related expenses) are incurred by TopQuadrant at the request or with the approval of Customer in connection with the performance of Basic Support, Customer shall reimburse TopQuadrant for such expenses upon receipt of an invoice therefor from TopQuadrant.

Basic Support shall include the following:

- a. Customer Support Contacts. Customer will designate no more than two persons who will be Customer’s primary support contacts for Standard Support (the “**Customer Support Contacts**”). The Customer Support Contacts may be changed from time to time upon written notice from Customer to TopQuadrant. Customer agrees that all Basic Support inquiries from Customer’s individual users will be directed to the Customer Support Contacts and, to the maximum extent practicable, Customer’s communications with TopQuadrant for Basic Support will be through the Customer Support Contacts.
- b. Support Channels. TopQuadrant will make support available to the Customer Support Contacts for questions regarding the use of only the most current standard version and the immediately prior standard version of the applicable TopQuadrant SaaS using the channels set forth in subsections (i)-(iii) below. Support will be made available on business days from 9:00 am - 6:00 pm Eastern Time, excluding TopQuadrant holidays (the “**Support Hours**”).
  - i. Customer Web Portal for Support Tickets. This web portal allows Customer users to interact with TopQuadrant support personnel via messages and file attachments for the handling of specific questions and incidents. A user, once registered through email, can open and manage their support tickets anytime (24/7) via this portal: [servicedesk.topquadrant.com](https://servicedesk.topquadrant.com).
  - ii. Standard Email to Support. The Customer Support Contacts are encouraged to use the support portal as the primary communication channel for the quickest response time. A backup channel is standard email to support staff at: [support@topquadrant.com](mailto:support@topquadrant.com).
- c. Software Maintenance and Support. TopQuadrant will provide software maintenance services for reported material, reproducible problems and verified errors (“**Errors**”) that Customer encounters in using the most current standard version or the immediately prior standard version of the applicable TopBraid EDG. TopQuadrant shall use commercially reasonable efforts to respond, remedy, and resolve Errors reported by

Customer in accordance with TopQuadrant’s standard maintenance procedures. As used herein, “Errors” will include application defects in the applicable TopBraid EDG, but exclude Customer’s infrastructure and environmental errors and any customizations made by Customer and deployed onto the applicable TopBraid EDG. Excluded Errors include errors related to the container or server, authentication, networks, customer created customizations, incorrect configuration or changes to any of these infrastructure pieces. Response time will not apply if a reported Error falls under the excluded categories. TopQuadrant reserves the right to reasonably modify its standard maintenance procedures upon 30 days’ prior written notice to Customer. TopQuadrant’s current Standard Support maintenance procedures call for the following issue response times:

<b><i>Severity Level</i></b>	<b><i>Definition</i></b>	<b><i>TopQuadrant Response Target</i></b>	<b><i>Customer Resolution Commitment</i></b>
Level 1	<p>Software is not operational or Customer experiences a complete loss of service; work cannot reasonably continue; the operation is mission critical to the Customer’s business and the situation is an emergency; no work around exists, or work around exists, but is unacceptable due to impact on Customer’s business.</p> <p>A Severity 1 incident has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <li>• A critical documented function is not available</li> <li>• System hangs indefinitely, causing unacceptable or indefinite delays for resources or response</li> <li>• System crashes, and crashes repeatedly aft</li> <li>• The operation issue involves a Production environment</li> </ul>	Response within 4 Support Hours	Customer shall remain accessible by real time communication for troubleshooting from the time a Level 1 issue is logged until such time it is resolved.
Level 2	Software is operational, but functionality is seriously affected; a severe loss of service; no acceptable workaround is available; however, operation can continue in a restricted fashion, but loss in functionality can only be sustained by Customer for a few working days.	Response within 8 Support Hours	Customer shall remain accessible by real time communication for troubleshooting from the time a Level 2 issue is logged until such time it is resolved or a workaround identified.
Level 3	<p>Software is operational, but a portion is not operating as documented or warranted; a minor loss of service with minor business impact and/or an acceptable temporary work around exists;</p> <p>or</p> <p>Customer has a time-sensitive question on the operation of the Software that is not answered in the documentation for the Software.</p>	Response within 24 Support Hours	Customer will respond to TopQuadrant requests for additional information and support TopQuadrant in troubleshooting the case in a timely manner.
Level 4	Customer has a non-urgent issue or problem; Software is operating substantially in accordance with specifications.	Response within 48 Support Hours	Customer will respond to TopQuadrant requests for additional information and support TopQuadrant in troubleshooting the case in a timely manner.

- d. **Service Level Standards.** TopQuadrant shall use commercially reasonable efforts to achieve the Service Level Commitment (as defined below) in each month (24 hours per day, seven days per week) during the Term. As used herein, the “**Service Level Commitment**” means that the SAAS Solution is available to Customer at least 99.5% of a specified time period without material interruption, except for (a) planned maintenance, repairs, and upgrades, in any event with respect to the Solution themselves, to any supporting software or hardware, or with respect to any data center hosting the Solution, which shall generally be made between the hours of 10 pm Eastern Time and 5 am Eastern Time, which timeframe is subject to change upon reasonable notice from TopQuadrant, (b) emergency maintenance, at which time TopQuadrant will use commercially reasonable efforts to provide 24 hours’ notice, and (c) any loss or interruption due to any Force Majeure. If TopQuadrant fails to meet the Service Level Commitment for SAAS with respect to any particular month (each such month, a “**Service-Level Deficient Month**”), then Customer will be entitled, as its sole and exclusive remedy, to an extension of the Term by one day for each day during the Service-Level Deficient Month that TopQuadrant failed to meet the Service Level Commitment (the “**Remedy**”). TopQuadrant’s compliance with the Service Level Commitment shall be made by TopQuadrant in its reasonable discretion. The Remedy shall be provided to Customer only if Customer notifies TopQuadrant in writing of any such service failure within 15 days of such failure.
- e. **Installation.** Basic Support will assist with the initial basic installation upon purchase. Basic assistance covers deployment on one environment for Topbraid EDG and includes TopQuadrant SaaS server administration configuration following the supported platforms guidance (<https://www.topquadrant.com/supported-platforms/>). Basic assistance does not include deployment to multiple environments (e.g., development and production), connecting to Customer authentication services or any installation support needed after the initial deployment.
- f. **Updates and New Releases.** TopQuadrant will also make available to Customer as part of Basic Support such periodic standard updates, patches, bug fixes, modifications and enhancements to the current standard version of TopBraid EDG as TopQuadrant generally makes available at no additional cost to TopQuadrant’s other customers of the TopQuadrant SaaS and such standard new versions of the TopQuadrant SaaS which are released by TopQuadrant on a general basis and made available at no additional cost to TopQuadrant’s other customers. All updates, patches, bug fixes, modifications, enhancements and new versions of TopBraid EDG and all other deliverables and work product hereunder provided to Customer shall be deemed licensed as TopBraid EDG under, and subject to, the terms and conditions of the Agreement.
- g. **Exclusions.** Basic Support extends only to TopBraid EDG free of any modifications that have been made by persons or parties other than TopQuadrant or its agents, or approved in advance by TopQuadrant in writing. Further, Basic Support extends only to the most current standard version and standard versions released within the past year. Support of maintenance versions is termed with the release of the official version. Basic Support does not include, and TopQuadrant shall have no responsibility or liability for, the following: (i) addressing errors, defects, or damage in or to the TopBraid EDG resulting from causes other than those arising in the ordinary use of the TopBraid EDG, or from the use of third-party software, firmware or data, or from the use of hardware not meeting TopQuadrant’s recommended configuration; (ii) providing hardware-related services; (iii) providing network related support and outage resolution, including but not limited to, response time, availability or connectivity; (iv) providing training to Customer’s personnel; (v) assistance with data load; or (vi) developing or otherwise providing Customer with additional features, functionality, or customizations to TopBraid EDG. Other professional services of TopQuadrant, (e.g., those described in items (iv), (v) and (vi) above and any other professional services) may be made available to Customer under a separate services agreement, subject to availability and TopQuadrant’s pricing then in effect.
- h. **Assistance from Customer.** Customer will reasonably assist TopQuadrant in verifying, reproducing, and correcting Errors. For example, assistance may include providing telecommunications connections in Customer’s computer equipment and providing sample output and other diagnostic information.
- i. **Error Correction.** Error correction is subject to verification and reproduction of the Error by TopQuadrant. Error correction may include a temporary work-around, patch, or bypass supplied by TopQuadrant, or

temporary implementation by Customer of a computer or operational procedure, in order to diminish or avoid the effect of the Error.

TopQuadrant shall have no obligation to provide any maintenance or support services except as expressly set forth herein. Notwithstanding anything to the contrary contained herein, TopQuadrant may terminate Basic Support upon 90 days' prior written notice to Customer in the event that TopQuadrant ceases to provide Basic Support for the TopBraid EDG on a general basis. TopQuadrant support terms maybe updated from time to time.

## 2. TOPQUADRANT PREMIUM TECHNICAL SUPPORT AND MAINTENANCE.

TopQuadrant Premium Technical Support and Maintenance (“**Premium Support**”) provides an additional level of support beyond Basic Support for customers with either SaaS and On-Premise installations of TopBraid EDG. In addition to the assistance provided under Basic Support, Premium Support entitles customers to:

- a. Enhanced assistance: Provides assistance with questions and tasks, such as:
  - i. Installation or configuration beyond basic initial installation
  - ii. Diagnosis and resolution of Customer’s infrastructure and environmental errors
  - iii. Analysis and advice on system and network design, performance or errors
- b. Expanded customer portal access: Customers are entitled to up to 5 total accounts in the support portal.
- c. Enhanced SLAs and Response times: SLA more aligned to larger organization needs including:

<i>Severity Level</i>	<i>Definition</i>	<i>TopQuadrant Response Target</i>	<i>Customer Resolution Commitment</i>
Level 1	Same as Basic Support	Response within 2 Support Hours	Same as Basic Support
Level 2	Same as Basic Support	Response within 4 Support Hours	Same as Basic Support
Level 3	Same as Basic Support	Response within 12 Support Hours	Same as Basic Support
Level 4	Same as Basic Support	Response within 24 Support Hours	Same as Basic Support

Severity 1, case tickets logged outside of regular business hours (weekdays 9:00 AM to 6:00 PM ET) will get responses by 11:00am ET the next business day.

## 3. TOPQUADRANT ENTERPRISE TECHNICAL SUPPORT AND MAINTENANCE.

TopQuadrant Enterprise Technical Support and Maintenance (“**Enterprise Support**”) provides an additional level of support beyond Basic Support and Premium Support for customers with either SaaS or On-Premise installations of TopBraid EDG. In addition to the assistance provided under Premium Support, Enterprise Support entitles customers to:

- a. Enhanced assistance: Expanded assistance with issues relating to customer data such as:
  - i. “How to” questions that require analysis of customer data
  - ii. Walkthroughs and debugging of customer specific data import issues
  - iii. Diagnosis of defects associated with customer customizations
- b. Concierge support: Dedicated customer Slack channel and directly assigned Customer Success Manager
- c. Expanded customer portal access: Customers are entitled to up to 5 additional (10 total) accounts in the support portal.

- d. Customized access to best practices: Access to 8 Semantic Service Sessions (90 mins/each) per annual term including bespoke sessions focused on
- i. Best practice data modeling sessions
  - ii. Customized trainings
  - iii. Strategic Envisioning sessions
  - iv. EDG environment HealthCheck diagnostics and review sessions
  - v. Taxonomy / Ontology optimization sessions
- e. Enterprise SLAs and Response times:

<i><b>Severity Level</b></i>	<i><b>Definition</b></i>	<i><b>TopQuadrant Response Target</b></i>	<i><b>Customer Resolution Commitment</b></i>
Level 1	Same as Basic Support	Response within 1 Support Hours	Same as Basic Support
Level 2	Same as Basic Support	Response within 2 Support Hours	Same as Basic Support
Level 3	Same as Basic Support	Response within 4 Support Hours	Same as Basic Support
Level 4	Same as Basic Support	Response within 8 Support Hours	Same as Basic Support

#### 4. ADDING EXTENDED SUPPORT

Premium and Enterprise Support (collectively “Extended Support”) can be added at any time during the term of the applicable Order Form for an additional fee. Such services shall commence on the date Extended Support is purchased by Customer and shall continue until the first anniversary of such date. Extended Support shall automatically renew for additional one-year periods, unless either party provides notice of termination at least 30 days prior to the scheduled expiration date. If Extended Support is purchased in the middle of the term of an Order Form, the fee for the next year of Extended Support will be prorated to align the renewal date with that of the applicable Order Form. All fees for Extended Support shall be payable in accordance with the terms of the Agreement.

For Extended Support to remain in effect, Customer must be in compliance with all terms and conditions of the Agreement and the applicable Order Form, including the payment of all applicable fees. All applicable terms of Standard Support are in effect for Extended Support.

To request support as provided under Extended Support, Customer will use the same Customer Support Contacts and support channels as specified above for Standard Support.



## **Exhibit B**

### **Government Amendment**

This Government Amendment (this “**Amendment**”) modifies the TopQuadrant Customer Agreement or a written agreement executed by TopQuadrant (each, the “**Agreement**”) and applies to United States federal, state, and local government Customers (“**Government**”) only to address statutory restrictions that apply to the Agreement.

The Government and TopQuadrant are together referred to as the “**Parties**.” Accordingly, the Agreement is hereby modified as set forth below as it pertains to use by the Government. TopQuadrant may update or modify this Amendment from time to time as set forth in the Agreement.

All capitalized terms used and not defined in this Amendment have the meanings given to them in the Agreement. Except as expressly set forth herein, all of the terms and conditions of the Agreement remain in full force and effect.

1. **Commercial Items.** The Products, Documentation, and related Support and Advisory Services are commercial in nature and available in the open marketplace. For U.S. federal Government Customers, the Products are “commercial computer software” as defined at 48 C.F.R. §§ 2.101 and 252.227-7014(a)(1) and as the term is used in 48 C.F.R. §§ 12.212 and 227.7202; the related Support and Advisory Services are “commercial services” as defined in 48 C.F.R. § 2.101; and the Documentation is commercial “computer software documentation” as defined in 48 C.F.R. §§ 2.101 and 252.227-7014(a)(5) and as used in 48 C.F.R. §§ 12.212 and 227.7202. The Products, Documentation, and related Support and Advisory Services are provided to all Government Customers and Users, for use by the Government or on its behalf, subject to the terms of this Agreement, and all sales to U.S. federal Government Customers must be consistent with 48 C.F.R. §§ 12.212, 227.7202, and 252.227-7015, as applicable. The Products, Documentation, and related Support and Advisory Services are licensed to the Government with only those rights as granted to all other Customers and Users, according to the terms and conditions contained in the Agreement.

2. **Government Purpose.** Government’s use of Products, Documentation, and related Support and Advisory Services under the Agreement as amended herein must only be for a governmental purpose. Any private, personal, or non-governmental purposes are not subject to this Amendment.

3. **Liability, Statute of Limitations.** Claims and liabilities arising from the Agreement will be determined under the Contract Disputes Act, the Federal Tort Claims Act, or the equivalent governing state or local legal authority and procedure. Federal statute of limitations provisions or, if applicable, state statute of limitations, apply to any breach or claim.

4. **Governing Law.** Any terms regarding choice of law and venue in the Agreement are hereby waived. The Agreement and this Amendment are governed by, and interpreted and enforced in accordance with, the laws applicable to Government without reference to conflict of laws. The laws of the State of North Carolina will apply in the absence of applicable law.

5. **Intellectual Property Ownership.** Except as expressly stated in the Agreement, no rights to any derivative works, inventions, products or product modifications, or documentation are conferred to Government or any other party. All such rights belong exclusively to TopQuadrant.

6. **Publicity Rights.** No publicity rights are granted by either Party in this Agreement. Any publicity must be authorized in writing by the Parties prior to name or logo use.

7. **Order of Precedence and Severability.**

7.1. Order of Precedence. If there is any conflict between this Amendment and the Agreement, or between this Amendment and other terms, rules or policies on the TopQuadrant website or related to the Products or related services, this Amendment will prevail.

7.2. Severability. The terms and conditions of this Amendment and the Agreement apply except to the limited extent prohibited by Law. If and to the extent any term or condition of this Amendment or the Agreement is so

prohibited, such term or condition will be deemed modified only to the extent reasonably necessary to conform to Law but to give maximum effect to the term or condition as written.