

SOFTWARE SUBSCRIPTION LICENSE, AND CLOUD SERVICES AGREEMENT

This Software Subscription License, and Cloud Services Agreement, including all exhibits, amendments and Order Forms referencing this Agreement (collectively, the “**Agreement**”) is entered into by and between Supplier and Customer (each defined in the applicable Order Form) and will be effective as of the date of the first Order Form executed by the Parties that references this Agreement (“**Effective Date**”). Supplier and Customer are each a “**Party**” and together the “**Parties**”. The Agreement governs the basis on which Supplier will make available (i) services provided by the Supplier as an on-demand solution hosted by Supplier on a shared infrastructure environment, indicated by being provided “on Hosted Software” (“**Cloud Services**”); and/or (ii) the software indicated by being provided on any operating system other than “on Hosted Software”, and provided by Supplier in executable code (“**Software**”) (together “**Products**”); and/or (iii) professional services (“**Services**”); each as identified in an Order Form.

1 USE OF CLOUD SERVICES

- 1.1 **Provision of Cloud Services:** Supplier grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Cloud Services, including the then current version of any user manuals and operating instructions generally provided with the Cloud Services (collectively, “**Cloud Services Documentation**”), for the term set out in the Order Form (“**Cloud Services Term**”). Customer may use the Cloud Services subject to the terms of this Agreement. Customer will not receive a copy of any programs listed in the Order Form other than for temporary download of plug-ins or fat clients (which will be deemed part of the Cloud Services) as described in the applicable Order Form. “**Users**” of the Cloud Services mean employees or contractors of Customer who are authorized by Customer in accordance with the Agreement to access the Cloud Services using Customer’s account credentials (“**Credentials**”). Customer is solely responsible for all User use and access to the Cloud Services and the security of any Credentials and will immediately report to Supplier any suspected unauthorized use of the Cloud Services or Credentials.
- 1.2 **Restrictions:** Customer will comply with all laws and regulations applicable to Customer and to Customer’s use of the Cloud Services. Customer will not, or permit or cause any third party to:
- (a) use the Cloud Services other than expressly authorized by, and in accordance with the usage terms of, this Agreement;
 - (b) license, sub-license, sell, rent, lease, transfer, assign, distribute, outsource, permit time sharing or service bureau use, or otherwise commercially exploit or make the Cloud Services available to any third party, other than as expressly permitted by this Agreement and by international export laws and regulations;
 - (c) disassemble, reverse engineer, reverse compile, translate, modify, adapt, alter, copy or create derivative works from any products or services provided with the Cloud Services;
 - (d) interfere with or disrupt the integrity or performance of the Cloud Services or the data contained therein in any way, including but not limited to: (i) conducting penetration testing in multi-tenant environments; (ii) conducting penetration tests in single-tenant environments without the Supplier’s prior written consent; (iii) attempting to gain unauthorized access to the Cloud Services or their related systems or networks; or (iv) storing or transmitting a virus or other malicious code through the Cloud Services;
 - (e) disseminate performance-related information relating to the Cloud Services;
 - (f) use the Cloud Services to store or transmit infringing, libelous, offensive, unlawful or tortious material; or
 - (g) store or process any data of the following types: information on a person’s racial or ethnic origin, political opinions, religious or philosophical convictions, union membership, health (HITECH - Health Information Technology for Economic and Clinical Health Act & HIPAA - Health Insurance Portability and Accountability Act), sex life, information concerning bank or credit card accounts (PCI DSS - Payment Card Industry Data Security Standard), unless otherwise agreed to in writing by Supplier in a Data Processing Agreement.
- 1.3 **Service Level:** Supplier will use commercially reasonable efforts to make the Cloud Services accessible to Customer, subject to the availability of third party infrastructure, required and emergency maintenance, availability of third party networks and communications facilities and force majeure events. The Cloud Services are hosted on a shared third-party infrastructure environment as set forth in the applicable Order Form.
- 1.4 **Reservation of Rights:** Supplier owns all intellectual property rights in and to the Cloud Services, Documentation and all related materials and derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

2 SUBSCRIPTION SOFTWARE LICENSE GRANT

- 2.1 **Grant of License; Restrictions:** Supplier grants to Customer a non-exclusive, non-sublicensable, non-transferable, limited subscription license to use the Software, including the associated documentation delivered with the Software (“**Software Documentation**”), for the term set out in the Order Form. Customer may use the Software for its internal use subject to this Agreement and any additional terms in the applicable Order Form. Except as otherwise stated in an Order Form, Customer will not: (i) permit any third party (including an affiliate or contractor) to use the Software or maintain or operate the Software on Customer’s behalf; (ii) use the Software for the benefit of any third party, including to process the data of any third party; (iii) disassemble, reverse engineer, or reverse compile the Software in whole or in part; (iv) modify, adapt, alter, or create derivative works from the Software; (v) merge the Software with other software; (vi) remove any proprietary notices from the Software or Software Documentation; or (vii) use the Software other than as described in the Documentation.
- 2.2 **Delivery and Acceptance:** The Software and Documentation will be distributed electronically. Software will be deemed accepted upon delivery of the software activation key and download instructions and any acceptance will not be revoked. Customer is responsible for installation of the Software.
- 2.3 **Ownership:** Supplier or its licensors owns all intellectual property rights in and to the Software, Documentation, and all related materials and all derivative works thereof. There is no transfer or assignment by Supplier of any ownership right and Supplier reserves all rights not expressly granted under this Agreement.

3 PROFESSIONAL SERVICES

- 3.1 **Performance of Services:** Supplier will provide the Professional Services as defined in the Order Form perform during the Professional Services Period. The Professional Services shall be limited to consulting and support, and Supplier shall not be obliged to provide more than the Commitment under the relevant Order Form. All Professional Services will be delivered solely on a fixed fee basis. The only deliverables under the Order Form are the number of hours comprised within the Commitment. The Parties explicitly agree that no legal provision regarding contracts for work and labor, in particular acceptance and warranty provisions, shall apply to any Professional Services rendered under this Agreement.

4 CUSTOMER INFORMATION

- 4.1 **Operational Data; Feedback:** Supplier will automatically collect information associated with Customer’s access and use of the Cloud Services, including, without limitation application telemetry, IP addresses, IP configurations, stored sessions, open ports, Credentials, network metadata, and device operating system, status, version and configuration (collectively “**Operational Data**”). Supplier may use the Operational Data to monitor, analyze, develop, support or improve the performance of the Cloud Services. Customer grants to Supplier a worldwide, perpetual, irrevocable license to use and commercialize any

suggestions, enhancement, requests, recommendations, corrections or other feedback provided by Customer relating to the Cloud Services.

- 4.2 **Customer Data:** With the exception of Operational Data, Customer owns all content, information, materials and intellectual property provided by Customer in connection with Customer's use of the Cloud Services ("**Customer Data**"). Customer is solely responsible for: (i) its provision and use of Customer Data with the Cloud Services; (ii) the accuracy, quality and content of the Customer Data; (iii) assessing the Cloud Services suitability for Customer's intended use; and (iv) obtaining all necessary rights, consents and permissions. Customer will comply with all applicable laws, in its provision and use of Customer Data in connection with the Cloud Services. Customer grants Supplier a worldwide, irrevocable, non-transferable, non-assignable (except as permitted under this Agreement), sub-licensable, non-exclusive license to access, retrieve, store, copy, display, distribute, transmit and otherwise use Customer Data associated with the Cloud Services as follows:
- (a) in connection with maintaining, providing and/or making available the Cloud Services; and
 - (b) as reasonably required in order to cooperate with legitimate governmental requests, subpoenas or court orders provided that Supplier gives Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Supplier is legally prohibited from doing so.
- 4.3 **Data Protection:**
- (a) **GDPR:** Unless stated otherwise, the obligations of the parties in connection with the processing of any customer data that qualify as personal data according to Art. 4 No. 1 of the General Data Protection Regulation ("**GDPR**") ("**Customer Personal Data**") including the applicable technical and organizational measures that Supplier is required to implement and maintain to protect Customer Personal Data, shall be as set out in the Data Processing Agreement (if any) entered into between the Parties. In the absence of such a Data Processing Agreement, Supplier shall be under no obligation to provide any service that would require Supplier to process Customer Personal Data.
 - (b) **CCPA:** The obligations of the parties in connection with the processing of any customer data that qualifies as personal information according to the California Consumer Protection Act of 2018 and its implementing regulations ("**CCPA**") are set out in the California Data Privacy Addendum ("**Addendum**") to this Agreement.
- 4.4 **Privacy Notice:** Supplier will collect and process any Operational Data that qualifies as Personal Data in accordance with its then current Privacy Notice. Supplier may change its Privacy Notice from time to time by posting a new version at https://www.softwareag.com/en_corporate/privacy.html.
- 4.5 **Security:** Supplier will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Supplier will comply with its then current Cloud Information Security Policy as amended from time to time and available on request (subject to a written confidentiality agreement between the Parties).

5 PRODUCT USAGE

- 5.1 **Product Limits:** Customer will ensure that its usage of the Products does not exceed the usage terms set forth in this Agreement and will be liable for any excess usage at Supplier's then current rates during the period in which usages exceeds the licensed amount.
- 5.2 **Affiliate Usage:** Customer may allow "Majority-owned affiliates", as defined in 12 CFR. Ch. II §244.2 (2022), access to the Products to the extent they remain under the control of the Customer and are located in the USA, Canada or any other country listed in Supplement No. 3 to of the Export Administration Regulations in 15 C.F.R. Part 740 (2021).

6 RIGHTS OF USE FOR PROFESSIONAL SERVICES

- 6.1 **Customers Professional Services Rights of Use:** Supplier grants the Customer the non-exclusive, perpetual, irrevocable and non-assignable right to use the tangible results or service deliverables which are generated during the course of the Professional Services ("**Professional Service Results**"), if any, for its own internal purposes. Any other uses require the express written consent of the Supplier. If and to the extent that new (co-)copyrights or other new intellectual property rights to the Professional Services Results are created, then all rights to exploit, publish, edit and reproduce shall inure to Supplier in accordance with this section.
- 6.2 **Supplier's Professional Services Rights of Use:** Nothing shall prevent Supplier at any time hereafter from using data processing techniques, software programming or development techniques, tools, ideas and know-how which existed prior to any Order Form or was gained during the performance of the Services, in the furtherance of Supplier's normal business.

7 MAINTENANCE AND SUPPORT SERVICES

- 7.1 **Maintenance and Support:** Supplier will provide the maintenance and support services specified in an Order Form in accordance with the applicable maintenance and support service description, as updated by Supplier from time to time and made available to customers at www.softwareag.com/support-policies.

8 PAYMENT

- 8.1 **Payment:** All payments are due and payable within 30 days of date of invoice and are non-refundable, non-cancelable, and irrevocable except as expressly stated in this Agreement. All payments shall be made without recoupment or set-off. Customer will pay all taxes and duties including, but not limited to, sales, use, rental, receipt, personal property, and other taxes (but excluding taxes based upon Supplier's income), which may be levied or assessed in connection with this Agreement. Any payment that is not paid in accordance with the terms of this Agreement will accrue interest at the rate of 1.5% per month, accruing daily from the date due (both before and after judgment) and Customer will pay all costs of collection, including reasonable legal fees and expenses.

9 CONFIDENTIALITY

- 9.1 **Confidential Information:** Each Party will have access to confidential or nonpublic information ("**Confidential Information**") of the other Party or third parties. Confidential Information disclosed is proprietary and will remain the sole property of the disclosing Party or such third parties. The Products, Documentation, and Professional Service Results are Confidential Information of Supplier. Confidential Information will not include information that: (i) is or becomes publicly available or enters the public domain through no fault of the recipient; (ii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations; (iii) is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; (iv) is independently developed by the recipient; or (v) is approved, in writing, for release or disclosure without restriction.
- 9.2 **Confidentiality Obligation:** Each Party agrees to: (i) use Confidential Information only for the purposes of this Agreement; (ii) hold Confidential Information in confidence and protect it from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information; (iv) restrict access to Confidential Information to its personnel, affiliates, agents, and contractors who need access to such Confidential Information and who have agreed in writing to treat such Confidential Information in accordance with this Agreement; and (v) return or destroy all Confidential Information of the other Party upon termination or expiration of this Agreement. If the recipient is required by law or valid legal order to disclose Confidential Information, the recipient will, unless prohibited by law, give reasonable notice of such demand to allow the disclosing Party to seek a protective order or other remedy.

10 WARRANTIES

- 10.1 **Mutual Warranties:** Each Party represents and warrants that it has the full right and power to enter into and perform its obligations under this Agreement.
- 10.2 **Cloud Services Warranties:** Supplier warrants that: (i) the Cloud Services, when properly used, will perform substantially in accordance with the Documentation; and (ii) the Cloud Services are subject to standard virus scanning methods designed to detect and remove malware.
- 10.3 **Software Warranties:** Supplier warrants that the Software will operate substantially in accordance with the Documentation for 90 days from the initial

delivery date of the Software Licensed under an Order Form (“**Warranty Period**”). Supplier’s exclusive liability and Customer’s exclusive remedy under this warranty is that Supplier, in its sole discretion and at its own expense, will use reasonable commercial efforts to correct any reproducible error in the Software, provided Customer notifies Supplier in writing of such error during the Warranty Period. This warranty will not apply if the affected Software was modified by anyone other than Supplier or was not used in accordance with the Documentation.

- 10.4 **Professional Services Warranties:** Supplier warrants that it will carry out the Professional Services with reasonable care and skill using suitably qualified personnel, exercising the requisite competence, diligence, qualifications and expertise.
- 10.5 **Warranty Exclusions:** SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11 IPR INDEMNITY

- 11.1 **Indemnity:** Supplier will indemnify Customer from any third party action against Customer to the extent proximately based upon an allegation that the authorized use of the Products and/or Professional Service Results infringes an intellectual property right registered in a nation that is a signatory to and enforces the Paris Convention, and pay those damages or costs (including reasonable attorneys’ fees) incurred by Customer related to the settlement of such action or awarded against Customer, provided that Customer: (i) promptly notifies Supplier of any such action; (ii) gives Supplier full authority, information, and assistance to defend such claim; and (iii) gives Supplier sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.
- 11.2 **Exceptions:** Supplier will have no indemnity obligation nor other liability under this Agreement to the extent the claim is based upon: (i) Products and/or Professional Service Results that were modified by anyone other than Supplier; (ii) use of other than the then-current release of the Products, fat clients, or plug-ins provided to Customer to access the Products and/or Professional Services Results if the infringement could have been avoided by use of the then-current release and such release was made available to Customer; (iii) use of the Products and/or Professional Service Results in conjunction with other software, hardware or Customer data, where such use gave rise to the infringement claim; (iv) use of the Products in a manner inconsistent with its Documentation; or (v) use of the Products and/or Professional Service Results other than as expressly authorized in this Agreement.
- 11.3 **Remedy:** If Supplier determines that the Products and/or Professional Service Results are likely to be the subject of a claim of infringement, Supplier may, in its sole discretion: (i) replace or modify the Products and/or Professional Service Results; (ii) procure the right for Customer to continue using the Products and/or Professional Service Results; or (iii) terminate the license or access to the Products and/or Professional Service Results and refund to Customer a pro-rated portion of the applicable unused fees. THIS SECTION ‘INFRINGEMENT INDEMNITY’ STATES SUPPLIER’S EXCLUSIVE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDY REGARDING ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE PRODUCTS AND/OR PROFESSIONAL SERVICE RESULTS OR ANY MATERIALS OR SERVICES PROVIDED UNDER THIS AGREEMENT.
- 11.4 **Customer Indemnity:** Customer will indemnify Supplier from any third party action against Supplier to the extent proximately based upon an allegation arising from: (i) any access to or use of Customer Data with the Products and/or Professional Service Results; or (ii) modification or use of the Products and/or Professional Service Results with any Customer applications, provided that Supplier (a) promptly notifies Customer of any such action; (b) gives Customer full authority, information, and assistance to defend such claim; and (c) gives Customer sole control of the defense of such claim and all negotiations for the compromise or settlement of such claim.

12 LIMITATION OF LIABILITY

- 12.1 **Limitation of Liability:** SUPPLIER IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHER EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS) FOR ANY CLAIM THAT ARISES FROM OR RELATES TO THIS AGREEMENT (INCLUDING THE PRODUCTS AND/OR PROFESSIONAL SERVICE RESULTS), REGARDLESS OF THE FORM ALLEGED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR SUPPLIER’S OBLIGATIONS UNDER SECTION ‘INFRINGEMENT INDEMNITY’, SUPPLIER’S LIABILITY FOR MONETARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID DURING THE THEN CURRENT TERM OF THE APPLICABLE ORDER FORM THAT GAVE RISE TO THE LIABILITY.

13 SUSPENSION AND TERMINATION

- 13.1 **Suspension:** Supplier may suspend Customer’s access to the Cloud Services in order to: (i) comply with any law, regulation, government or court order; or (ii) prevent any degradation of the Cloud Services caused by Customer. Supplier will promptly resume the Cloud Services if and when the cause of the suspension has been removed.
- 13.2 **Termination:** In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement if the material breach has not been cured within thirty (30) days after written notice specifying such breach. Failure to make any payment due under this Agreement is a material breach. In the event of termination by Customer for Supplier’s material breach, Supplier will refund a pro-rated portion of the applicable unused fees. In the event of termination by Supplier for Customer’s material breach, all remaining fees under any Order Form will be immediately due and payable, all license rights immediately cease to exist, and Customer will discontinue all use of the Software and/or Cloud Services. Customer will delete the Software and all copies and related materials no later than 10 days after the date of termination (and, upon request, certify such destruction to Supplier). Any terms that by their nature extend beyond termination or expiration will survive notwithstanding the termination or expiration of this Agreement.

14 GENERAL

- 14.1 **Third Party Components:** If the Customer a) downloads any portion of the Cloud Services, including but not limited to plug-ins or connectors or fat clients (“**Cloud Service Downloadable**”) and/or b) receives or uses the Software, the Customer acknowledges that such Cloud Service Downloadable and/or the Software may contain or be distributed with certain open source, free, or commercial third party components (“**Third Party Components**”), which may be subject to special license terms and conditions (“**Third Party Terms**”) located at <http://softwareag.com/licenses>. Third Party Terms include important licensing and warranty information and disclaimers of third-party licensors. For the avoidance of doubt, if Customer uses the Cloud Service Downloadable and/or the Software in accordance with the Documentation, the Third Party Terms do not restrict the rights granted under this Agreement. In the event that a third-party manufacturer no longer provides active support for any Third Party Component, Supplier will use commercially reasonable efforts to respond to any issues with the Cloud Service Downloadable and/or the Software related to the Third Party Components.

- 14.2 **Audit:**
- (a) **Supplier Audit Rights:** Supplier may audit Customer’s use of the Products no more than once per calendar year. No later than 10 business days from Supplier’s request, Customer will confirm to Supplier in writing that Customer’s use of the Products complies with the Agreement and provide sufficient detail, as reasonably requested by Supplier, to enable Supplier to assess such compliance. Subsequently, Supplier or a designated consultant may perform an onsite audit of the systems on which the Products are installed for the purpose of assessing compliance with the Agreement. In the event of any non-compliance, and in addition to any other rights and remedies available to Supplier, Customer will pay the fees for any excess use of the Products from the point in time when the scope of use was first exceeded.
- (b) **Customer Audit Rights:** To facilitate Customer’s regulatory obligations relating to vendor examination, oversight, and audit requirements, Supplier will provide Customer with reasonable access to Supplier subject matter experts, and access to Supplier’s relevant third party external auditors. The foregoing are designed to provide Customer with effectively the same access to information and personnel that Supplier would provide a Regulator, while

preserving Supplier's ability to operate the Cloud Services and protect the privacy and confidentiality of other customers' data. "Regulator" means a governmental regulator with supervisory rights and jurisdiction, as provided under applicable law or regulation, over Customer, its financial services customers, or Supplier, in connection with Customer's use of Cloud Services.

- 14.3 **Assignment:** Customer may not assign, transfer, delegate, or sublicense any of Customer's rights or obligations under this Agreement without Supplier's prior written consent. Any assignment, transfer, delegation, or grant of sublicense without Supplier's consent is null and void.
- 14.4 **Export Control:** To the extent that any national and international export control, sanctions and trade control laws and regulations apply to this Agreement, the Parties agree to comply with the same and obtain any required approval, reporting and/or information obligations. Customer shall defend and indemnify the Supplier against any liability arising from any breach of this clause by the Customer. Supplier is not required to perform any obligation under the Agreement if prohibited by such export control laws, regulations or restrictions.
- 14.5 **Usage restriction:** Customer will not use, access or provide access to the Software and/or the Cloud Services and/or the Professional Service Results in any manner that violates an applicable economic, financial or trade prohibition, sanction or embargo, which may include but is not limited to such prohibitions, sanctions or embargoes enacted or imposed by law or other restrictive measure and administered or enforced by (i) the United Nations Security Council, (ii) the United States government, (iii) the European Union or any of its member states' governments, (iv) the United Kingdom, (v) the Singaporean government, (vi) the Swiss Confederation, or (vii) any other authority that has jurisdiction over the Customer, Supplier or the relevant project or activity for which the Software and/or the Cloud Services are being used, accessed or provided.
- 14.6 **Anti-Corruption:** The Parties will comply with all laws, regulations and requirements (whether international, federal, state, local, or provincial) prohibiting bribery, money laundering, and anti-corruption, including the U.S. Foreign Corrupt Practices Act.
- 14.7 **Dispute Resolution:** In the event of a dispute, each Party will appoint a senior management representative to negotiate in good faith to resolve the dispute before commencing formal proceedings. Formal proceedings may not commence until 30 days have passed since the initial request to negotiate the dispute; provided, however, that a Party may file for formal proceedings at any time to avoid the expiration of any limitations period, preserve a superior position with respect to other creditors, or apply for interim, injunctive, or equitable relief.
- 14.8 **Independent Contractors:** The Parties are independent contractors and have no power to bind or incur obligations on the other Party's behalf.
- 14.9 **Subcontractors:** Supplier may engage third parties in connection with its provision of the Products or its performance of the Services. In the event a third party is engaged to do so, Supplier, as the contractual counterparty, hereby warrants proper performance of its contractual obligations to the Customer and the Customer shall accept the services rendered by the third party as services of Supplier.
- 14.10 **Force Majeure:** Neither Party is liable for failing to perform an obligation under this Agreement if such failure is due to any act or condition beyond that Party's reasonable control.
- 14.11 **Governing Law:** This Agreement is governed by the laws of the State of New York without giving effect to its conflicts-of-law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Uniform Commercial Code (UCC). The Parties consent to exclusive personal jurisdiction in federal and state courts located in the Southern District of New York. In the event a dispute arising under this Agreement results in litigation, the non-prevailing Party will pay the court costs and reasonable attorneys' fees and expenses of the prevailing Party. EACH PARTY WAIVES ALL RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT THIS AGREEMENT.
- 14.12 **Notices:** All notices and demands relating to this Agreement must be in writing and sent to the other Party at the address set out in the applicable Order Form to the attention of such Party's legal department, unless a different address or recipient is designated by a Party. All notices and demands will be effective upon delivery when: (i) delivered in person with signed receipt; (ii) sent by registered mail (return receipt requested); or (iii) sent by nationally recognized trackable carrier service.
- 14.13 **Entire Agreement; Waiver; Priority; Severability:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior written and oral agreements and communications related to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by the duly authorized representatives of the Parties. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. A waiver granted under this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. In the event of any conflict between any provision of this Agreement and any Order Forms incorporated and made part of this Agreement, such conflict will be resolved by giving precedence to the Order Form(s). Any contrary or additional terms and conditions included in any purchase order or similar document (printed or online) related to this Agreement will be invalid and non-binding, even if received, accepted, approved, or signed by a Party. If any provision of this Agreement is held invalid or unenforceable, the provision will be limited to the minimum effect necessary, and the remaining provisions of this Agreement will remain binding and enforceable. This Agreement may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. The Parties agree to the use of digital signatures.

CALIFORNIA DATA PRIVACY ADDENDUM

This Addendum is incorporated into and forms an integral part of the Agreement, in accordance with Section 4.3 (b). For purposes of this Addendum, “**Data Protection Law**” means any applicable California data protection or privacy law, rule or regulation, including but not limited to the CCPA and its implementing regulations, as any may be amended or replaced, including those that are enacted or become effective after the Effective Date. The terms “**business**”, “**business purpose**”, “**personal information**”, “**process**”, “**sell**”, “**service provider**” and “**share**” have the meanings provided under Data Protection Law.

1. The parties agree that with respect to Customer personal information (“**Customer PI**”) that Supplier processes pursuant to the Agreement, Customer is the business and Supplier is the service provider. This Addendum applies when Supplier processes Customer PI as a service provider. Supplier shall process Customer PI only for the limited and specific purpose of providing the Cloud Services, Services and Products (“**Business Purpose**”) and only in accordance with Customer’s documented instructions.
2. Supplier shall not (i) sell or share Customer PI; (ii) retain, use, or disclose Customer PI for any purpose, including any commercial purpose, other than the Business Purpose unless expressly permitted by the CCPA; (iii) retain, use, or disclose Customer PI outside of the direct business relationship between Customer and Supplier; and (iv) combine Customer PI that Supplier receives pursuant to the Agreement with PI that Supplier receives from another person or persons or collects from its own interactions with consumers, provided that Supplier may combine PI to perform any business purpose as permitted by Data Protection Law.
3. Supplier shall comply with all applicable sections of the CCPA, including - with respect to Customer PI - providing the same level of privacy protection as required of businesses by the CCPA. Supplier shall implement and maintain reasonable security practices and procedures appropriate to the nature of the Customer PI to protect it from unauthorized or illegal access, destruction, use, modification, or disclosure.
4. Customer may take reasonable and appropriate steps to ensure that Supplier uses Customer PI in accordance with Data Protection Law. Reasonable and appropriate steps may include ongoing manual reviews and automated scans of Service Provider’s system and regular internal or third-party assessments, audits, or other technical and operational testing at least once every 12 months.
5. Supplier shall notify Customer if it determines that it is no longer able to meet its obligations under the CCPA. Upon notice, Customer may take reasonable and appropriate steps to stop and remediate unauthorized use of Customer PI.
6. Customer shall inform Supplier of any consumer request regarding Customer PI made pursuant to Data Protection Law and provide to Supplier the information necessary to comply with said request. Supplier shall provide reasonable cooperation to assist Customer in responding to any consumer request regarding Customer PI. If any such request is made to Supplier directly, Supplier shall not respond without Customer’s prior authorization unless required to do so by applicable law.
7. Customer agrees that Supplier may engage service providers to provide the Cloud Services, Services, and Products. For purposes of this Addendum, the term ‘service provider’ includes outside third parties and Supplier affiliates but excludes any Supplier employee, contractor or consultant. Supplier has engaged the following service providers: www.softwareag.com/dpa-processors. Supplier shall provide Customer with reasonable notice before adding or replacing a service provider using the contact information provided by Customer via the Supplier Support Portal, available [here](#). Supplier shall conclude a written agreement with the service provider that complies with Data Protection Law.

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