



Cloud Service Master Service Agreement (“CSMSA”)

This ProActive Cloud Service Master Agreement (this “Agreement”) is between ProActive Information Management, LLC (hereto known as “ProActive”), and the individual or entity that has executed this Agreement (“You” or “Buyer”) with a principle business location specified in the attached document(s), hereto known as the “Purchase Agreement” accompanied as a part of this CSMA. This Agreement sets forth the terms and conditions that govern orders placed by You for services listed in the Purchase Agreement.

1. AGREEMENT DEFINITIONS

- 1.1. **“Ancillary Program”** means any software agent or tool owned or licensed by ProActive that ProActive makes available to You for download as part of the Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term “Ancillary Program” does not include Separately Licensed Third Party Technology and Software.
- 1.2. **“Auto Renew”** or **“Auto Renewal”** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which Data Center Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.
- 1.3. **“Cloud Services”** means collectively, the ProActive cloud services (e.g. ProActive VM Data Center) listed in Your order and defined in the Service Specifications. The term “Cloud Services” does not include Professional Services.
- 1.4. **“Data Center Region”** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.5. **“ProActive Programs”** refers to the software products owned or licensed by ProActive to which ProActive grants You access as part of the Cloud Services, including any program updates provided as part of the Cloud Services. The term “ProActive Programs” does not include Separately Licensed Third Party Technology or Software.
- 1.6. **“Professional Services”** means, collectively, the consulting and other Professional Services which ProActive offers that can be separately contracted. The term “Professional Services” does not include Cloud Services.
- 1.7. **“Separately Licensed Third Party; Technology or Software”** refers to third party technology or software that is licensed under Separate Terms and not under the terms of this Agreement.
- 1.8. **“Services”** means, collectively, both the Cloud Services and Professional Services that You have ordered.
- 1.9. **“Services Environment”** refers to the combination of hardware and software components owned, licensed or managed by ProActive to which ProActive grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, ProActive Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.10. **“Services Period”** refers to the period of time for which You ordered Cloud Services as specified in Your order.
- 1.11. **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of ProActive and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, RSS feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology or Software.
- 1.12. **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order.
- 1.13. **“You”, “Your” and “Customer”** refers to the individual or entity that has executed this Agreement.
- 1.14. **“Your Applications”** means all software programs, including any source code for such programs, that You or Your Users provide and load onto Cloud Services. Services under this Agreement, including ProActive Programs and Services Environments, ProActive intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Applications.”
- 1.15. **“Your Content”** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing and Protection Agreement for ProActive Cloud Services described in Section 10.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.



2. TERM OF AGREEMENT

This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users, license usage or device licenses), for any Cloud Services options offered by ProActive for the original Services ordered, and for any renewal or Auto Renewal of the services Period of the original order. This Agreement does not relieve, alter or terminate any obligations from any other Agreement You may have entered with ProActive Information Management, LLC. The initial term of this CSMA shall be for the period of no less than 36 months.

3. RIGHTS GRANTED

- 3.1. For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by ProActive and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of the Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.
- 3.2. You do not acquire under this Agreement any right or license to use this services, including the ProActive Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 3.3. To enable ProActive to provide You and Your Users with the Services, You grant ProActive the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which ProActive provides You with access to retrieve an export file of You Content and Your Applications. If Your Applications include third party programs, You acknowledge that ProActive may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. ProActive will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.
- 3.4. Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g. a private cloud hosted at Your facility), you acknowledge that ProActive has no delivery obligation for ProActive Programs and will not ship copies of such programs to You as part of the Services.
- 3.5. The Services may contain or require the use of Separately Licensed Third Party Technology or Software. You are responsible for complying with the Separate Terms specified by ProActive that govern your use of Separately Licensed Third Party Technology or Software. ProActive may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology or Software. The third party owner, author, or provider of such Separately Licensed Third Party Technology or Software retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology Software.
- 3.6. As part of certain Cloud Services offerings, ProActive may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

4. OWNERSHIP AND RESTRICTIONS

- 4.1. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. ProActive retains all ownership and intellectual property rights to the Services, including ProActive Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of ProActive under this Agreement.
- 4.2. You may not, or cause or permit others to:
 - a) Make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
 - b) Perform or disclose any benchmark or performance tests of the Services Environment or associated infrastructure without ProActive's prior written consent;
 - c) Perform or disclose any of the following security testing of the Services Environment or associated infrastructure without ProActive's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
 - d) License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, ProActive Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.



4.3 The rights granted to You under this Agreement are also conditions on the following:

- a) Except as expressly provided herein or in Your order, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- b) You make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5. SERVICE SPECIFICATIONS

- 5.1. The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the ProActive Programs, as well as any Service deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity but not limited to soft limits on counts for Users, sessions, storage, software license usage, user / device licenses; then You are responsible for promptly purchasing additional quantity to account for Your excess usage. The accounting for such usage should be accounted for and reported on a monthly basis to ProActive. All Software user / device licenses may be audited periodically by ProActive. Any month(s) that You do not promptly purchase such additional quantity, ProActive may require You to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 25% of the total fees for the month(s) in which such excess usage occurred.
- 5.2. ProActive may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Service Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party content. The Service Specifications are subject to change at ProActive's discretion; however, ProActive changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to You for the duration of the Services Period.

6. USE OF THE SERVICES

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

7. FEES AND TAXES

- 7.1. All fees payable to ProActive are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that ProActive must pay based on the Services You ordered, except for taxes based on ProActive's income. Also, You will reimburse ProActive for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.



- 7.2. You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to ProActive's General Terms of Sales and Conditions. You may request a copy of ProActive's General Terms of Sales and Condition at anytime.
- 7.3. ProActive reserves the right to pass on any cost increase from Separately Licensed Third Party Technology or Software on a yearly basis.
- 7.4. You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve ProActive of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

8. SERVICES PERIOD; PAYMENT TERMS; TERMS OF SERVICE; END OF SERVICES

- 8.1. Services provided under this Agreement shall be provided for the Services Periods defined in Section 2 of this Agreement, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, Your Cloud Services that are ordered will Auto Renew for a Services Periods of no less than 12 months unless (i) You provide ProActive with written notice no later than Sixty (60) days prior to the end of the applicable Services Period of your intention not to renew such Cloud Services, (ii) ProActive provides You with written notice no later than Sixty (60) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.
- 8.2. Upon the end of the Services, You no longer have rights to access or use the Services; however, at Your request, and for a period of up to Sixty (60) days after the end of the applicable Services, ProActive will make available to You Your Content and Your Applications as existing in the Services Environment on the date of termination. At the end of such Sixty (60) day period, and except as may be required by law, ProActive will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.
- 8.3. Upon the end of Services, You may request ProActive's assistants to move, archive or copy Your Content to a third party network or external devices. In such case, You are responsible for any fees associated with such service. It is Your responsibility to encrypt or protect Your data prior to any transport or transmission. You agree to hold ProActive harmless from any loss of data, service downtime, breach of data encryption or any other data breach as a result of the Service. The fees associated with such services will be the current published labor rate or otherwise specified by your account manager.
- 8.4. ProActive may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this agreement, or if in ProActive's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. ProActive will provide advance notice to You of any such suspension in ProActive's reasonable discretion based on the nature of the circumstances giving rise to the suspension. ProActive will use reasonable efforts to re-establish the affected Services promptly after ProActive determines in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, ProActive will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. ProActive may terminate the Services under an order if any of the foregoing causes of suspension is not cured within Thirty (30) days after ProActive's initial notice thereof. Any suspension or termination by ProActive under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.
- 8.5. If either of us breaches a material term of this Agreement and fails to correct the breach within Thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If ProActive terminates the order as specified in the preceding sentence, You must pay within Thirty (30) days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the Thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.
- 8.6. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.
- 8.7. All recurring charges for Services as set forth on the Purchase Agreement or subsequent change orders will be invoiced by ProActive on a monthly basis, fifteen (15) calendar days in advance. Charges that are dependent upon the level of technical support staff, hardware, software, tools or devices as needed, will be billed a month in arrears.
- 8.8. All undisputed invoices are due in full upon receipt, and become past due Thirty (30) days later. All payments for Services shall be paid in US dollars. Any undisputed invoices, not paid when due, will be subject to late charges of 1.5% per month from the past due date, or the highest rate allowed by applicable law, whichever is less. Additionally, there is a Thirty-Five Dollar (\$35.00) administrative fee plus any other associated fees / charges (IE. Credit card processing fees, attorney fees, collection fees, etc.) for processing each past due invoice.
- 8.9. ProActive reserves the right to limit, suspend or terminate services in accordance with this Agreement if undisputed balances are past due. Customer will be notified of such suspension by phone, in person, or in writing via e-mail. Customer will be liable for any and all reasonable attorneys' fees, administrative costs and any other fees associated with collecting late payments.



- 8.10. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and federal taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services provided.
- 8.11. Disputed invoice(s) must be registered in writing within Fifteen (15) days of the invoice date or prior to the start of the next monthly contract cycle with the undisputed portion paid in full. Disputes registered after Fifteen (15) days must be paid in full first. Customer waives the right to dispute an invoice amount after Forty-Five (45) days past the invoice date. Any disputed amounts resolved in favor of Customer will be credited to Customer's account and amounts payable to ProActive shall be paid within Ten (10) days of dispute resolution.
- 8.12. If Services are suspended as the result of Service violations, in accordance with paragraph 8.4, and subsequently the violations are cured, there will be a Five Hundred Dollar (\$500.00) reactivation fee charged.

9. NONDISCLOSURE

- 9.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
- 9.2. A party's Confidential Information shall not include information that; (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 9.3. We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, ProActive will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. ProActive will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the ProActive security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 10 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

10. DATA PROTECTION

- 10.1. ProActive's Data Processing and Protection Agreement for ProActive Cloud Services (the "Data Processing and Protection Agreement") Exhibit A, which is incorporated herein by reference the parties' respective roles for the processing and control of Personal Data that You provide to ProActive as part of the Cloud Services. ProActive will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consent related to Your use of the Services and ProActive's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.
- 10.2. The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.
- 10.3. If available, you may purchase, or may be required to purchase, additional Services from ProActive to address particular data protection requirements applicable to Your business or Your Content.

11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 11.1. ProActive warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to ProActive that describes the deficiency in the Services.
- 11.2. PROACTIVE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT PROACTIVE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY PROACTIVE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT PROACTIVE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES,



INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PROACTIVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. PROACTIVE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. PROACTIVE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

11.3. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND PROACTIVE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROACTIVE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND PROACTIVE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO PROACTIVE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

11.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. PROACTIVE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO PROACTIVE FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM PROACTIVE UNDER SUCH ORDER.

13. INDEMNIFICATION

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

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

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

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

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

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



intellectual property rights. ProActive will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

- 13.4. The term "Material" defined above does not include Separately Licensed Third-Party Technology or Software. Solely with respect to Separately Licensed Third Party Technology or Software that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, ProActive will indemnify You for infringement claims for Separately Licensed Third Party Technology or Software to the same extent as ProActive is required to provide infringement indemnification for Materials under the terms of the Agreement.
- 13.5. This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

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

- 14.1. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. ProActive does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.
- 14.2. Any Third Party Content made accessible by ProActive in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that ProActive is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, ProActive reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content.
- 14.3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. ProActive may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by ProActive in its sole discretion, ProActive may cease providing access to the affected Third Party Content or Third Party Services without any liability to you. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 14.4. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY PROGRAMS

ProActive may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your ProActive service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing ProActive's product and service portfolio, to help ProActive address deficiencies in its product and service offerings, and for license and Services management.

16. SERVICE ANALYSES

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

17. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.



18. FORCE MAJEURE

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

19. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia and You and ProActive agree to submit to the exclusive jurisdiction of, and venue in, the courts in the City Richmond in Virginia in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

20. NOTICE

- 20.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with ProActive or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: ProActive Information Management LLC, 310 Hill Carters Parkway, Suite: B, Ashland, VA 23005.
- 20.2. To request the termination of Services in accordance with this Agreement, You must submit a service request to ProActive at the address specified in Your order or the Service Specifications.
- 20.3. ProActive may give notices applicable to ProActive's Cloud Services customer base by means of a general notices specific to You by electronic mail to Your e-mail address on record in ProActive's account information or by written communication sent by first class mail or pre-paid post to Your address on record in ProActive's account information.

21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables. The foregoing shall not be construed to limit the rights You may otherwise have with respect to Separately Licensed Third Party Technology or Software licensed under open source or similar license terms.

22. OTHER

- 22.1. ProActive is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify ProActive against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that ProActive's business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Cloud Services, are independent of ProActive and are not ProActive's agents. ProActive is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as a ProActive subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as ProActive would be responsible for ProActive resources under this Agreement.
- 22.2. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 22.3. Except for actions for nonpayment or breach of ProActive's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 22.4. ProActive Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of ProActive Services in such applications.
- 22.5. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for ProActive to perform the Services under this Agreement.
- 22.6. You agree to provide ProActive with all information, access and full good faith cooperation reasonably necessary to enable ProActive to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 22.7. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making ProActive aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. ProActive will cooperate with your efforts to determine whether use of the standard ProActive Services



offering is consistent with those requirements. Additional fees may apply to any additional work performed by ProActive or changes to the Services.

- 22.8. ProActive may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order. You agree to cooperate with ProActive's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, ProActive can end Your Services and/or Your order. You agree that ProActive shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 22.9. The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that you may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.

23. ENTIRE AGREEMENT

- 23.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 23.2. It is expressly agreed that the terms of this Agreement and any ProActive order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-ProActive document and no terms included in any such purchase order, portal, or other non-ProActive document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications) and Exhibit A (Data Protection) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted through ProActive's authorized representatives of You and of ProActive. No third party beneficiary relationships are created by this Agreement.



Exhibit A

Data Processing and Protection Agreement

1. Scope and order of precedence

This is an agreement concerning the processing of Personal Data (as defined below) as part of the ProActive Cloud Services ("Services"), as further specified in (i) the applicable ProActive Cloud Service Master Agreement ("CSMA") and (ii) the ProActive Cloud Ordering Document between You and ProActive, and all documents, addenda, schedules and exhibits incorporated therein (collectively the "Agreement") by and between the Customer entity and ProActive Information Management, LLC. ("ProActive") listed in your order for Cloud Services.

This agreement (the "Data Processing and Protection Agreement") is subject to the terms of the Agreement and is annexed as a schedule to the CSMA. In the event of any conflict between the terms of the CSMA and the terms of this Data Processing and Protection Agreement, the relevant terms of this Data Processing and Protection Agreement shall prevail. This Data Processing and Protection Agreement shall be effective for the Services Period of any order placed under the ProActive Cloud Services Agreement.

2. Definitions

"Customer" or "You" and "Your" means the Customer that has executed the order for Cloud Services.

"ProActive" or "Processor" means ProActive Information Management LLC. listed in your order for Cloud Services.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable or identifiable natural person (a "data subject") is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

Other terms have the definitions provided for them in the Agreement or as otherwise specified below.

3. Categories of Personal Data and purpose of the Personal Data processing and Protection

In order to execute the Agreement, and in particular to perform the Services on behalf of Customer, Customer authorizes and requests that ProActive process the following Personal Data:

Categories of Personal Data: Personal Data may include, among other information, personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, social security details and business contact details; financial details; and goods and services provided.

Categories of Data Subjects: Data subjects include Customer's representatives and end users, such as employees, job applicants, contractors, collaborators, partners, and customers of the Customer. Data subjects also may include individuals attempting to communicate or transfer Personal Data to users of the Services.

ProActive shall process Personal Data solely for the provision of the Services, and shall not otherwise (i) process and use Personal Data for purposes other than those set forth in the Agreement or as instructed by Customer, or (ii) disclose such Personal Data to third parties or as required by law.

4. Customer's Instructions

During the Services Period of any order for Cloud Services, Customer may provide instructions to ProActive in addition to those specified in the Agreement with regard to processing of Personal Data. ProActive will comply with all such instructions without additional charge to the extent necessary for ProActive to comply with laws applicable to ProActive as a data processor in the performance of the Services; the parties will negotiate in good faith with respect to any other change in the Services and/or fees resulting from such instructions.

ProActive will inform Customer if, in ProActive's opinion, an instruction breaches data protection regulations. Customer understands that ProActive is not obligated to perform legal research and/or to provide legal advice to Customer.

5. Controller of Data

The control of Personal Data remains with Customer, and Customer will at all times remain the data Controller for the purposes of the Services, the Agreement, and this Data Processing and Protection Agreement. Customer is responsible for compliance with its obligations as data controller under data protection laws, in particular for justification of any transmission of Personal Data to ProActive



(including providing any required notices and obtaining any required consents), and for its decisions concerning the processing and use of the data.

6. Rights of Data Subject

ProActive will grant Customer electronic access to Customer's subscribed Cloud Services Environments that hold Personal Data to permit Customer to delete, release, correct or block access to specific Personal Data or, if that is not practicable and to the extent permitted by applicable law, follow Customer's detailed written instructions to delete, release, correct or block access to Personal Data. Customer agrees to pay ProActive fees, in accordance with the latest labor charges, associated with the performance of any such deletion, release, correction or blocking of access to data ProActive shall pass on to the Customer contacts identified in Section 14 below any requests of an individual data subject to delete, release, correct or block Personal Data processed under the Agreement.

7. Technical and Organizational Measures

When processing Personal Data on behalf of Customer in connection with the Services, ProActive shall ensure that it implements and maintains compliance with appropriate technical and organizational security measures for the processing of such data. In some cases, Customer may have to purchase additional hardware or software to enhance technical and organizational measures as specified within. As a default, ProActive will implement the following measures:

- 7.1 To prevent unauthorized persons from gaining access to data processing systems in which Personal Data are processed or used (physical access control), ProActive shall take measures to prevent physical access, such as security personnel and secured buildings and factory premises.
- 7.2 To prevent data processing systems from being used without authorization (system access control), the following are applied: authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels. Log-ins to Cloud Services Environments by ProActive employees are logged. Logical access to the data centers is restricted and protected by firewall/VLAN. In addition, currently the following security processes are applied: intrusion detection system, patch and vulnerabilities management, centralized logging and alerting, and firewalls. Logging is accomplished at system, platform and application levels. (Is the spirit of this contract of this agreement... is the customer or the entire environment)
- 7.3 To ensure that Personal Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which entities the transfer of Personal Data by means of data transmission facilities is envisaged (transmission control), ProActive will comply with the following requirements: Except where otherwise specified in the Service Specifications, transfers of data outside the Service Environment are encrypted. Some Services, such as social media Services, may be configurable to permit access to sites that require non-encrypted communications. The content of communications (including sender and recipient addresses) sent through some email or messaging Services may not be encrypted once received through such Services. Customer is solely responsible for the results of its decision to use non-encrypted communications.
- 7.4 To ensure that the Personal Data are processed strictly in accordance with the instructions of the Customer, ProActive must comply with the instructions of the Customer concerning processing of Personal Data; such instructions are specified in the Agreement and in this Data Processing and Protection Agreement, and may additionally be provided by Customer in writing from time to time.
- 7.5 To ensure that Personal Data is protected against accidental destruction or loss, back-ups of the environment are taken on a weekly basis; back-ups are encrypted and are secured. However, Customer must understand that the backup provided by ProActive is strictly designed for ProActive to provide a speedy recovery of the entire Server environment and not for any particular Customers' data. Daily Granular backup and other backup services (onsite or offsite) may be defined and purchased under a separate contract.
- 7.6 To ensure that Personal Data which are collected for different purposes may be processed separately, data from different customers' environments is logically segregated on ProActive's systems.

8. Your Responsibility for Data Protection and Breach

- 8.1 You are responsible:
 - 8.1.1 To provide or acquire adequate Data Protection tools as recommended by ProActive to access the Cloud Services from your facility or device where Data may be accessed. Such tools may be, but not limited to, hardware or software devices, virtual hardware or software encryption processes, SSL Encryption and other methods of secure passwords.
 - 8.1.2 To provide or acquire adequate Data Protection software to prevent breach of services as described in Section 10.3 of the CSMA.
 - 8.1.3 For the safe keeping of Your unique user names and passwords and or encryption methods to access the Cloud Services. Furthermore, You are responsible to provide, upon request by ProActive, internal policies or procedures on the treatment of device(s), lost or stolen by Your organization, which may or may not have access to the Cloud Services. Such theft may be defined to include the lost of device(s), misplacement of user name and/or passwords, misplacement of SSL Encryption user name and / or passwords and other Encryption methods.
 - 8.1.4 To notify ProActive within 24 hours of any breach discovered as a result of Section 8.1.3 of this Exhibit.
 - 8.1.5 To adhere to all applicable Federal, State and Local Laws regarding the treatment and safe keeping of HIPAA, PHI or ePHI related Protected Data.



8.1.6 To ensure that You and Your staff is trained and well informed regarding the provisions and standards of such laws as required.

8.2 Failure to comply with recommended security measures could cause extensive downtime to Your Cloud Services and to the overall performance of Your environment(s). Any and all cost associated and related with the repairs as a result of, will be bill to Your organization in accordance with the current published labor rate or otherwise specified by your account manager.

9. Audit Rights

Customer may audit ProActive's compliance with the terms of the Agreement and this Data Processing and Protection Agreement up to once per year. If a third party is to conduct the audit, the third party must be mutually agreed to by Customer and ProActive and must execute a written confidentiality agreement acceptable to ProActive before conducting the audit.

To request an audit, Customer must submit a detailed audit plan at least two weeks in advance of the proposed audit date to ProActive Information Management LLC describing the proposed scope, duration, and start date of the audit. ProActive will review the audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise ProActive security, privacy, or employment policies). ProActive will work cooperatively with Customer to agree on a final audit plan.

The audit must be conducted during regular business hours at the applicable facility, subject to ProActive policies, and may not unreasonably interfere with ProActive business activities. ProActive will make reasonable efforts to provide requested information to the auditor.

Customer will provide ProActive any audit reports generated in connection with any audit under this section, unless prohibited by law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of the Agreement and this Data Processing and Protection Agreement. The audit reports are Confidential Information of the parties under the terms of the Agreement.

Any audits are at the Customer's expense in accordance to the current published labor rate or otherwise specified by your account manager. Any request for ProActive to provide assistance with an audit is considered a separate service if such audit assistance requires the use of different or additional resources. ProActive will seek the Customer's written approval and agreement to pay any related fees before performing such audit assistance.

10. Incident Management and Breach Notification

ProActive evaluates and responds to incidents that create suspicion of unauthorized access to or handling of Personal Data. ProActive is informed of such incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those incidents. ProActive will work with Customer, with appropriate internal ProActive technical teams and, where necessary, with outside law enforcement to respond to the incident. The goal of the incident response will be to restore the confidentiality, integrity, and availability of the Cloud Services Environment, and to establish root causes and remediation steps.

ProActive operations staff is instructed on responding to incidents where handling of Personal Data may have been unauthorized, including prompt and reasonable reporting to ProActive management, escalation procedures, and chain of custody practices to secure relevant evidence.

For purposes of this section, "security breach" means the misappropriation of Personal Data located on ProActive systems or electronic media that compromises the security, confidentiality or integrity of such information. ProActive shall promptly inform Customer if ProActive determines that Personal Data has been subject to a security breach (including by a ProActive employee) or any other circumstance in which Customer is required to provide a notification under applicable law, unless otherwise required by law.

ProActive shall promptly investigate any security breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, ProActive will provide Customer with a description of the security breach, the type of data that was the subject of the breach, and other information Customer may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons.

11. Return and Deletion of Personal Data upon End of Services or at Customer's Request ("Data Portability")

Following termination of the Services, ProActive will promptly make customer's Personal Data as existing in the production Cloud Services Environment as of the date of termination available for export. Following return of the data, ProActive will promptly delete or otherwise render inaccessible all copies of Personal Data from the production Cloud Services Environment, except as may be required by law. ProActive's data return practices are described in more detail in the Cloud Services Agreement.

12. Legally Required Disclosures

Except as otherwise required by law, ProActive will promptly notify Customer of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority ("demand") that it receives and which relates to the Personal Data



ProActive is processing on Customer's behalf. At Customer's request, ProActive will provide Customer with reasonable information in its possession that may be responsive to the demand and any assistance reasonably required for Customer to respond to the demand in a timely manner. Customer acknowledges that ProActive has no responsibility to interact directly with the entity making the demand.

13. Service Analyses

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

14. Communications

The person(s) or entity authorized by Customer to issue instructions under this Agreement are those specified as contacts under the order for Cloud Services. In the event that any of these contacts are changed or permanently unavailable, Customer must communicate this immediately to ProActive in writing, appointing a replacement.



Exhibit B

Equipment and Service inclusion, exclusions and exceptions

Service Inclusion: (When Server or Workstation monitoring / maintenance is purchased)

Unless otherwise specified in the Purchase Agreement or any of the provisions within this CSMA, the following system monitoring / maintenance will be performed when purchased:

The following routine Server preventive maintenance and monitoring (if purchased) will be performed:

- Monitoring of and applying software patches deemed critical / or important by the software manufactures
- Monitoring of Anti-Virus and Web Filtering Updates (If purchased)
- Monitoring of the Server event logs
- Monitoring of the Server backup for functionality (Server only).
- Perform defrag of all Server(s) hard drives.
- Disk checkup for all Server(s) hard drives.
- Critical System outage notifications via email or text messages as specified by the customer.

Workstation (Includes Desktop, Laptops and Mobile Devices) vulnerability, security and patch management preventive maintenance provides the following:

- Monitoring of and applying software patches deemed critical / or important by the software manufactures
- Monitoring and check Anti-Virus, web filtering services (If purchased)
- Monitoring and check remediation of vulnerability and security patch for workstation as needed or required by industry standards (If purchased)

As a result of the ongoing monitoring and maintenance services provided as a part of this CSMA and upon the determination or discovery of any Server or Workstation maintenance and monitoring related issues, ProActive will schedule and open trouble ticket to resolve such issue(s) without notifying the Customer. Labor hours to remediate any issue(s) as a result of the maintenance and monitoring Services will be billed towards the pre-purchased hours specified in the Purchase Agreement or will be billed according to the current published project labor rate or otherwise specified by your account manager. By purchasing any of the monitoring services in this CSMA, Customer will accept any software patching service(s) and any labor hours associated with the service.

System Monitoring, Anti-Virus, Malware, Spyware, vulnerability assessment, patch assessment, system reports such as hardware, software, vulnerability reports, patch reports and any other metrics, software or documentations provided by ProActive CSMA tool or any other third party tools or software used by ProActive Information Management is confidential and is intended solely for the use of this CSMA and its intended parties.

Service exclusion, coverage, exceptions for System Maintenance Agreement and Disclaimer:

Unless otherwise specified in the Purchase Agreement or any of the provisions within this CSMA, the following Service exclusion, coverage and exceptions will apply to this CSMA:

- Obtaining and establishment of a public Static IP address for remote access to allow maintenance of the network or network devices.
- Data, voice, and electrical cabling
- Support for main frame, Linux, UNIX-based technologies.
- Telephony equipment not purchased from ProActive Information Management.
- Physical repair of Copy machines, Fax Machines, Printers, or multi-purpose equipment.
- Any Backup Services and other services such as data retention, validation and recovery of data as specified in section 8 in Exhibit A and section 7 in Exhibit A of this CSMA.
- Remediation or maintenance of any hardware, software, tools and other devices not covered or specified under this CSMA.

Disclaimer

ProActive Information Management does not guarantee, or warrant, expressed or implied, that any maintenance or third party hardware, firmware, software, software upgrades and revision updates provided herein will be effective and all Services provided as a part of this CSMA is deemed as a "Best Effort" service and completed without any malicious intent. Furthermore, any hardware or software, devices, tools and filters used by or in conjunction with this CSMA may not prevent, block or deter all physical or logical access to the system or network for malicious intents.