Galvanize Master Subscription Agreement

This Galvanize Master Subscription Agreement (the **"MSA"**) is made between each customer who acquires and uses Galvanize products and services (**"Customer"**) and ACL Services Ltd. dba Galvanize of 1500, 980 Howe Street, Vancouver, British Columbia, Canada, V6Z 0C8 or, where stated on the Order Form, Relational Security Corporation dba Galvanize of One Harmon Plaza, Suite 700, Secaucus, NJ 07094 (**"Galvanize"**).

This MSA is entered into by Galvanize and Customer as of the date Customer purchases, or otherwise accesses or uses, Galvanize products and services. This MSA may be updated from time to time. Updates will not apply until Customer renews its subscription.

1. Scope

1.1 <u>Agreement.</u> The provision and use of Products and Services is subject to and governed by the terms of this MSA and the applicable Order Form (together, the **"Agreement"**). This MSA includes and incorporates the following attached schedules, as applicable:

> Schedule "A" – Service Level Agreement
> Schedule "B" – Security Schedule
> Schedule "C" – Data Processing Addendum

1.2 <u>Disclaimer – Trial, Evaluation, Beta, Academic Use.</u> THE WARRANTIES, INDEMNITIES AND REMEDIES PROVIDED BY GALVANIZE UNDER THIS MSA DO NOT APPLY TO PRODUCTS PROVIDED FOR TRIAL, EVALUATION, BETA TESTING, DEMO OR EDUCATIONAL USE (I.E. THROUGH THE GALVANIZE ACADEMIC NETWORK PROGRAM OR A TEXTBOOK PUBLISHER). SUCH PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY AND ARE USED AT CUSTOMER'S OWN RISK. GALVANIZE DOES NOT WARRANT THE PERFORMANCE OR SECURITY OF SUCH PRODUCTS.

2. Definitions

2.1 <u>"Affiliate"</u> means an entity which controls, is controlled by, or is under common control with a party, where "control" means more than 50% ownership interest in such entity, or the power to direct the management of such entity, whether through the ownership of voting securities, by contract, or otherwise.

2.2 <u>"Cloud Products"</u> means the Galvanize cloud-based Software-as-a-Service (SaaS) offerings.

2.3 <u>"Customer Data"</u> means any data, information or other material which Customer and its Named Users upload, enter, create and store in the Cloud Products.

2.4 <u>"Customer Systems"</u> means Customer's own systems, infrastructure and personnel used to access and operate the Products, including, but not limited to, Customer's servers, hardware, devices, data systems, internet connectivity, electric power, operating software and software applications (other than the Products).

2.5 <u>"Named User"</u> means a specific individual authorized by Customer to access and use the Products on behalf of Customer, and for whom Customer has paid the applicable subscription fees. Named Users may include employees and individual contractors or consultants of Customer, its Affiliates or their third-party service providers.

2.6 <u>"Order Form"</u> means the ordering document or invoice issued to Customer by Galvanize, its Affiliates or one of their authorized resellers for purchase of Product subscriptions and Services, or such other ordering document agreed and accepted by both parties. "Order Form" includes any statement of work signed by both parties.

2.7 <u>"Products"</u> means the Cloud Products and Software listed in an Order Form, including their applicable User Documentation.

2.8 <u>"Resources"</u> means the self-serve online user resources that Galvanize makes available from time to time for Product assistance, education and self-learning, such as online training, tools & templates and a peer community forum.

2.9 <u>"Services"</u> means consulting and training services purchased by Customer under an Order Form, which may be further detailed in a statement of work signed by both Customer and Galvanize.

2.10 <u>"Software"</u> means the Galvanize downloadable on-premise software.

2.11 <u>"Third Party Content"</u> means third party regulations, standards, guidelines, frameworks and industry practices related to governance, risk management and compliance (such as COSO, COBIT, PCI-DSS, OMB A-133 and NIST SP 800-53) which Galvanize has obtained from publicly available sources or licensed from third party content providers.

2.12 <u>"User Documentation"</u> means the user and technical help documentation for the Products which is made available through a secure area of the Galvanize website.

3. Purchase Terms

3.1 <u>Purchase.</u> Customer may purchase Product subscriptions and Services by entering into an Order Form. The following terms will be addressed in the Order Form and not in this MSA: (a) the type and quantity of Product subscriptions and Services being purchased; (b) the subscription term; (c) pricing and applicable fees; and (d) payment terms.

3.2 <u>Taxes.</u> Unless otherwise specified in the Order Form, fees do not include applicable taxes. Customer will pay all applicable sales, use, withholding and excise taxes, and any other assessments in the nature of taxes, duties or charges resulting from this Agreement (excluding Galvanize's income and franchise taxes). Applicable

taxes will be charged to and payable by Customer based on the shipping address specified in the Order Form. If Customer is a tax-exempt institution or entity, and provides Galvanize with a tax exemption certificate, Galvanize will not charge the tax from which Customer is exempt.

3.3 <u>Late Payment</u>. If any fees remain unpaid more than thirty (30) days past their due date, Galvanize may, without limiting its other rights and remedies, suspend Customer's access to the related Products or Services until such amounts are paid in full. Galvanize will provide at least seven (7) days prior notice that fees are overdue before any such suspension. Galvanize will not exercise its suspension right if Customer is disputing the applicable fees reasonably and in good faith, and is cooperating diligently to resolve the dispute. Unless otherwise specified in the Order Form, interest at a rate of 1.5% per month (18 percent per annum), or at an interest rate equal to the maximum rate permitted by the applicable law, whichever is less, may be charged on overdue amounts.

3.4 <u>Expenses.</u> Unless otherwise specified in the Order Form, Customer will pay any reasonable out-of-pocket expenses incurred by Galvanize to provide Services (e.g. hotel, travel and meals). Such expenses will be invoiced at actual cost in accordance with Customer's reasonable travel and expense policy, or as otherwise agreed by the parties. If Customer reschedules or cancels any Services for which Galvanize has incurred non-refundable out-of-pocket expenses, Customer will reimburse Galvanize for such non-refundable expenses

3.5 <u>Refunds or Payment on Termination.</u> If Customer terminates this Agreement pursuant to Section 11.2 (Termination for Cause) or Section 14.2 (Warranty Remedies), Galvanize will refund any prepaid fees for the remaining unused portion of the subscription term and any fees pre-paid for Services not actually performed. If Galvanize terminates this Agreement pursuant to Section 11.2 (Termination for Cause), Customer will remain liable for any unpaid fees for the remaining portion of the current subscription term.

4. Products

4.1 <u>Rights Granted</u>. Subject to the terms and conditions of this Agreement, Galvanize will make the Products available to Customer's Named Users for the subscription type(s), quantity and subscription term purchased by Customer as set out in an Order Form. Galvanize grants Customer a non-exclusive, non-transferable right and license to access, use and, where applicable, download the Products and Resources during such subscription term for Customer's internal business purposes. Products are accessed and delivered electronically through a secure area of the Galvanize website, and are deemed delivered when they are made available for access or download by Customer, as applicable.

4.2 <u>Service Levels</u>. Galvanize will make the Cloud Products available in accordance with the service levels set out in the Service Level Agreement attached as <u>Schedule "A"</u>. Customer is responsible for providing and maintaining the Customer Systems. Galvanize will not be liable for any failures arising from or relating to the Customer Systems.

4.3 <u>Customer Support</u>. During the Product subscription term, Customer will have access to the Galvanize support center, at no additional charge, to assist Customer with its use of the Products. Support center services are available via chat, email, telephone and the Galvanize community and are provided in accordance with the current support center policies posted at: www.wegalvanize.com/support-center/, or such other url as Galvanize may use for this purpose. Customer will also have access to new releases and upgrades of the Products when they become commercially available.

4.4 <u>Non-Production.</u> Products provided for non-production use, such as staging, testing, disaster recovery or failover, may only be used in a non-production environment and only for such non-production purposes.

5. Use of Products

5.1 <u>Named Users</u>. The Products may be accessed and used by up to the maximum number of Named Users included in Customer's subscription. Customer will not make the Products or Resources available to anyone other than its Named Users. Sharing or pooling a Named User's access among multiple individuals to allow for temporary use by multiple users is strictly prohibited. Customer may, however, permanently replace a Named User with another individual as long as the number of Named Users does not exceed the number of Named Users purchased. If Customer exceeds, or wishes to increase, the number of Named Users using a Product, additional fees will apply.

5.2 <u>Accounts</u>. Customer will provide accurate, current and complete information when activating its Product subscription and Named User accounts. Customer will keep all Named User ID's, passwords and other account information confidential and will follow best practices for maintaining the security of its passwords and account credentials. Customer is responsible for all activities that occur under its accounts and for the acts or omissions of its Named Users.

5.3 <u>Acceptable Use Policy.</u> Customer will, and will cause its Named Users to, use the Products and Resources solely as contemplated by this Agreement and the applicable User Documentation, and abide by any posted guidelines or policies related to acceptable use and conduct when accessing or using Resources or the customer support center. Customer will not, and will not permit or assist anyone else to: (a) use the Products or Resources to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) knowingly send or store infringing, threatening, libelous or otherwise unlawful or tortious material, including material which violates any individual's privacy rights; (c) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or otherwise interfere with or disrupt the integrity or performance of the Products or the data contained in the Products; (d) attempt to gain unauthorized access to the Products, Resources or related systems or networks, or circumvent or remove any security or use protection mechanisms; (e) frame or

mirror any part of the Products or Resources on any server or wireless or internet-based device, other than on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the User Documentation; or (f) conduct any tests or analysis on the security or performance of the Products or Resources, including any benchmark tests, without Galvanize's prior written consent, or publicly disclose the results of any such tests or analysis.

5.4 <u>Suspension.</u> Galvanize may, without limiting any other rights or remedies available to it, suspend Customer's use of the Products or Resources (as applicable), or take other appropriate remedial action, to address any violation or suspected violation of this Section 5.

6. Third Party Content

6.1 <u>Available</u>. Galvanize may, from time to time, make certain Third Party Content available to Customer through the Products. Third Party Content may be offered with or without charge as specified in the Order Form. Galvanize warrants that it has the rights necessary to provide Third Party Content to Customer in accordance with, and subject to, the terms of this Section 6 (Third Party Content).

6.2 <u>Right to Use.</u> Customer may access and use Third Party Content on the condition that: (a) Customer uses the Third Party Content solely in conjunction with the Products, and does not copy, publish or distribute any Third Party Content separate from Customer's use of the Products; (b) Customer does not license or sell Third Party Content and does not remove or alter any copyright, trademark or other proprietary notice appearing on or within the Third Party Content; (c) PCI-DSS materials are used in accordance with the current PCI Security Standards Council, LLC License Agreement made available through the PCI SSC website at www.pcisecuritystandards.org and also through the Products prior to download of such materials; and (d) the owners of the Third Party Content are third party beneficiaries of this Agreement as it pertains to their proprietary rights.

6.3 <u>Third Party Content Disclaimer</u>. THIRD PARTY CONTENT IS FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. THIRD PARTY CONTENT SHOULD NOT BE DEEMED TO SET FORTH ALL APPROPRIATE PROCEDURES, TESTS OR CONTROLS OR TO SUGGEST THAT OTHER PROCEDURES, TESTS OR CONTROLS THAT ARE NOT INCLUDED MAY NOT BE APPROPRIATE. GALVANIZE DOES NOT CLAIM THAT USE OF THIRD PARTY CONTENT WILL ASSURE A SUCCESSFUL OUTCOME. CUSTOMER AND ITS NAMED USERS ARE RESPONSIBLE FOR APPLYING PROFESSIONAL JUDGEMENT TO THE SPECIFIC CIRCUMSTANCES PRESENTED TO DETERMINE THE APPROPRIATE PROCEDURES, TESTS OR CONTROLS. USE OF THIRD PARTY CONTENT AND RELATED MATERIALS ARE AT CUSTOMER'S OWN RISK AND, BY SO USING THEM, CUSTOMER RELEASES GALVANIZE AND ITS LICENSORS FROM ANY AND ALL LIABILITY THAT MAY ARISE IN CONNECTION WITH SUCH USE.

7. Services

7.1 <u>Services</u>. Galvanize will provide Customer with the Services set forth in an Order Form and in any statement of work signed by the parties. If Customer has purchased an annual allotment of hours of Services, such hours may be used and drawn down on a time and materials basis throughout Customer's annual subscription term for the Products. Each annual allotment of hours is non-transferable and will expire at the end of each annual subscription term if not used. Unused hours will not carry over to the following subscription term. If Customer cancels its subscription to the applicable Products, all remaining hours will be forfeited at the time of cancellation.

7.2 <u>Customer Policies.</u> If Services are to be performed by Galvanize personnel on Customer's premises or require access to Customer Systems, Galvanize will adhere to Customer's applicable information security and safety policies of which Galvanize has been informed in writing, including, where appropriate, applicable background checks of Galvanize personnel. Customer will not impose any background check or other security requirement that would violate, or may cause Galvanize to violate, applicable laws in the jurisdiction where Galvanize and its personnel are located.

7.3 <u>Services Deliverables.</u> Subject to Section 12.1 (Ownership), and unless otherwise provided in the applicable statement of work, Customer owns all right, title and interest in and to any reports, documents or other materials created by Galvanize specifically for Customer as part of the Services and provided as a deliverable of the Services under the applicable statement of work (the **"Deliverables"**). To the extent a Deliverable includes any Galvanize Property (as defined in Section 12.1), upon payment of the fees for the applicable Deliverable, Galvanize grants Customer, during Customer's subscription term for the Products, a non-exclusive, worldwide, royalty-free license to use such Galvanize Property in conjunction with the applicable Deliverable, and to modify such Galvanize Property for Customer's internal business purposes. Unless otherwise specified in the applicable statement of work, Galvanize is not required to maintain, support or otherwise repair any Deliverable or Galvanize Property after its delivery to Customer.

7.4 <u>Independent Contractor.</u> Galvanize will perform the Services as an independent contractor and will not act, hold itself out as, or be an agent of Customer. Galvanize personnel are not, and will not be construed as, Customer's employees and will not be entitled to any benefits offered by Customer to its employees. Galvanize is responsible for complying with applicable laws, rules and regulations relating to its employees and personnel including, but not limited to, those related to immigration, taxation and workers' compensation.

8. Customer Data

8.1 <u>Ownership of Customer Data</u>. Customer owns all right, title and interest in and to all Customer Data and Customer Systems. Customer grants Galvanize a non-exclusive, limited license to use Customer Data solely as necessary to perform Galvanize's obligations under and in accordance with this Agreement. Customer warrants that it has all rights necessary to grant such license and that its collection and use of Customer Data complies with applicable laws.

8.2 <u>Control and Access.</u> Customer determines what Customer Data it uses and retains full control over the access to and use of its Customer Data. Galvanize will not access Customer Data, except as instructed or authorized by Customer, where necessary to prevent or address service or technical problems affecting Customer, or if required by law, regulation or court order. Galvanize is not responsible or liable for the deletion, damage, loss, corruption of or unauthorized access to any Customer Data, except to the extent caused by Galvanize's failure to meet its obligations under this Agreement.

8.3 <u>Personal Data.</u> To the extent Customer Data includes personal data, or Galvanize otherwise stores or processes personal data on behalf of Customer (including, but not limited to, personal data governed by the EU General Data Protection Regulation or the California Consumer Privacy Act of 2018), the terms of the Data Processing Addendum attached as <u>Schedule "C"</u> will apply.

9. Security

9.1 <u>Security Safeguards</u>. Galvanize will implement and maintain the security safeguards set forth in the Security Schedule attached as <u>Schedule "B"</u>. Customer is responsible for assessing the suitability of such safeguards for the type of Customer Data it uses. Galvanize will cooperate with Customer to provide the information reasonably necessary for Customer to assess the security of the Cloud Products, including completion of Customer security assessments and providing Customer with a copy of Galvanize's current SOC 2 report in accordance with <u>Schedule "B"</u>.

9.2 <u>Customer Obligations</u>. Customer is responsible for the security of its Customer Systems and for the end-user security and access controls for its Cloud Product environment. Customer will take reasonable security precautions in connection with its use of the Cloud Products as set forth in <u>Schedule "B"</u>. Customer will notify Galvanize immediately if it becomes aware of any unauthorized use of its subscription accounts or any user ID and password, or if Customer becomes aware of any other known or suspected breach of security related to its use of the Cloud Products.

9.3 <u>Security Breach</u>. Galvanize will notify Customer without undue delay if Galvanize determines that the security of the Cloud Products has been breached resulting in Customer Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information (a **"Security Breach"**).

Galvanize will follow the Security Breach procedures set forth in <u>Schedule "B"</u>. Galvanize's notification of or response to a Security Breach will not be construed as an acknowledgement by Galvanize of any fault or liability.

9.4 <u>Remedy for Security Breach.</u> If a Security Breach is caused by Galvanize's failure to meet its security obligations under this Agreement, Galvanize will, upon Customer's written request, reimburse Customer for reasonable and documented costs incurred by Customer to meet its legal or regulatory obligations to notify affected individuals, government authorities or regulatory agencies, and to provide credit and identity theft monitoring services for affected individuals. If a Security Breach is caused by Customer Systems or by Customer's failure to meet its security obligations under this Agreement, Customer will, upon Galvanize's written request, reimburse Galvanize for reasonable and documented costs incurred by Galvanize in reporting, investigating and remediating the Security Breach. Neither party will have any obligation under this Section 9.4 to the extent the Security Breach was caused by the other party or was caused by a third party who was not authorized by or acting on behalf of a party to this Agreement.

10. Renewal and Cancellation

10.1 <u>Renewal.</u> At least ninety (90) days prior to expiration of each Product subscription, Galvanize will provide Customer with advance written notice of Customer's upcoming subscription renewal. Customer may renew its subscription prior to expiration by: (a) executing a renewal Order Form; (b) issuing a purchase order for the renewal; or (c) requesting or confirming renewal through the Product's online renewal process. If none of these has occurred at least thirty (30) days prior to expiration of the current subscription term, and Customer has not cancelled its subscription as provided in Section 10.2 (Cancellation), Customer will be deemed to have renewed its subscription on the terms set forth in the notice of renewal.

10.2 <u>Cancellation.</u> Customer may cancel a Product subscription by providing Galvanize with notice of cancellation at least thirty (30) days prior to expiration of the current subscription term. Galvanize may cancel a Product subscription by providing Customer with notice of cancellation at least ninety (90) days prior to expiration of the current subscription term. A Product subscription which has been cancelled will expire and terminate at the end of its current subscription term and will not be renewed.

11. Termination

11.1 <u>Termination for Convenience</u>. Customer may terminate this Agreement at any time for convenience by providing written notice to Galvanize. Upon termination for convenience, Customer will not be entitled to a refund of fees, or relieved of future payment obligations, for the unused portion of the remaining subscription term.

11.2 <u>Termination for Cause</u>. Either party may terminate this Agreement for cause if the other party: (a) is in material

breach of this Agreement (including, a failure to pay fees when due) and does not remedy such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party; or (b) becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy, insolvency or debtors' relief law, has a receiver, manager or receiver-manager appointed, makes an assignment for the benefit of its creditors or takes the benefit of any applicable law or statute in force for the winding up or liquidation of corporations.

11.3 <u>Effect of Expiration or Termination</u>. Subject to Section 11.4 (Data Retention Policy), upon expiration or termination of this Agreement, or any Product or Services subscription, Customer's access to and use of such Products or Services will be terminated. Each party will immediately return to the other party all Confidential Information of the other party in its possession or control. If the Product includes Software, Customer will destroy the original and all copies of such Software in its possession or control, and will certify in writing that this has been done within thirty (30) days of a written request from Galvanize.

11.4 <u>Data Retention Policy.</u> Customer is responsible for determining its own data retention controls for Customer Data and for deleting its Customer Data from the Cloud Products. Customer will have a period of thirty (30) days following expiration or termination of Customer's subscription to remove or delete its Customer Data. Upon Customer's written request, Galvanize will assist Customer with the deletion of its Customer Data and may extend the period for removing and deleting Customer Data.

11.5 <u>Survival</u>. The termination of this Agreement will not constitute a waiver of any fees or amounts due by Customer, nor will termination in any way reduce or compromise any other rights of either party pursuant to this Agreement. All terms that by their nature should survive termination of this Agreement will survive.

12. Intellectual Property Rights

12.1 <u>Ownership</u>. Galvanize and its licensors own their respective rights, title and interests in and to: (a) the Products, Resources, Third Party Content, Services and all related materials and technology used to provide them; (b) all scripts, analytics, compliance maps, frameworks, configurations, enhancements and derivative works of the Products which are developed by Galvanize either separate from or as part of the Services (collectively, the **"Galvanize Property"**); and (c) all methodologies, concepts, know-how, and intellectual property and proprietary rights related to any of the foregoing. Except for the limited rights expressly granted to Customer in this Agreement, Galvanize and its licensors reserve all of their right, title and interest in and to the above.

12.2 <u>IP Restrictions.</u> Except as expressly permitted in this Agreement, Customer will not: (a) modify, adapt or translate any Products or Resources; (b) create derivative works from the Products, Resources or Galvanize Property; (c) sell, lease, rent, assign, sub-

license or distribute any Products, Resources or Galvanize Property to any third party; (d) except as permitted by applicable law, de-compile, reverse engineer or disassemble any Products, Resources or Galvanize Property, or otherwise reduce any object code to source code; (e) use or include any Products, Resources or Galvanize Property in any service bureau or fee generating service offered to third parties; or (f) use any Products, Resources or Galvanize Property to create works which are competitive to the Products or which use similar features, functions or graphics.

12.3 <u>Feedback.</u> Customer grants Galvanize and its Affiliates a non-exclusive, royalty-free, worldwide, perpetual and irrevocable right and license to use, and exercise the intellectual property rights in, Customer's suggestions or feedback regarding the Products and Resources, including incorporating such suggestions or feedback into any Products, Resources or Galvanize Property.

13. Confidentiality

13.1 <u>Confidential Information</u>. For the purposes of this Agreement, **"Confidential Information"** means any oral, written or electronic information, documents, materials or data provided or disclosed by a party to the other party which is proprietary in nature and is not readily available to the public. Confidential Information includes, without limitation: (a) the Products; (b) Customer Data; (c) the terms and pricing of Customer's subscription; (d) a party's financial information, product plans, product roadmaps, business methods and trade secrets; (e) non-public information regarding a party's customers or employees; and (f) information which, given its nature or the circumstances surrounding its disclosure, the receiving party reasonably knows or ought to know is confidential.

13.2 <u>Exclusions</u>. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) was lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without the use or benefit of the disclosing party's Confidential Information.

13.3 <u>Obligations</u>. The receiving party agrees to keep the disclosing party's Confidential Information in confidence and to use such Confidential Information solely for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Subject to Section 13.4 (Compelled Disclosure), the receiving party will not disclose the disclosing party's Confidential Information to any third party, except to those of its and its Affiliates' employees, contractors, service providers, advisors, attorneys and auditors who need to know and who have agreed in writing to maintain the confidentiality of such Confidential Information. Customer Confidential Information which is stored in the Cloud Products will be governed by the terms of Section 8 (Customer Data) and Section 9 (Security) instead of this Section 13.3 (Obligations).

13.4 <u>Compelled Disclosure.</u> If the receiving party is requested or required by applicable law or legal process to disclose any of the disclosing party's Confidential Information, the receiving party will provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Any such disclosure will be limited to only what is required and will be subject to confidentiality protections to the extent reasonably practicable. Any disclosure of Confidential Information that is required by applicable law or legal process will not be a breach of this Agreement.

14. Warranty

14.1 <u>Warranties.</u> Subject to Section 14.3 (Exclusions), Galvanize warrants that during the subscription term: (a) the User Documentation will accurately describe the applicable functionality of the Products; (b) the Products will perform substantially in compliance with their applicable User Documentation when Customer administers, accesses and uses the Products in accordance with such User Documentation; (c) Galvanize will not materially decrease the overall security or functionality of the Products; and (d) the Services will be provided in a professional and workmanlike manner by personnel with sufficient skill, knowledge and experience to perform the Services.

14.2 <u>Warranty Remedies.</u> If any Product or Services fail to comply with the above warranties, and Customer notifies Galvanize in writing during the subscription term of the nature of such non-compliance, Galvanize will make commercially reasonable efforts to promptly remedy such non-compliance without charge. If Galvanize does not remedy the non-compliance within a reasonable period agreed by the parties, Customer may terminate its subscription to the related Product or Services and receive a refund in accordance with Section 3.5 (Refunds or Payment on Termination). The foregoing remedy provides the sole and exclusive remedy for breach of warranty.

14.3 <u>Exclusions.</u> Galvanize does not warrant or promise that the Products, User Documentation, Resources or any Services will be uninterrupted, error-free or will meet Customer's specific needs or requirements. Galvanize does not warrant the performance or security of the Internet. Galvanize is not responsible or liable for any issues or losses related to risks inherent in Internet connectivity (such as hackers, phishing and malware), except to the extent such issues or losses result from Galvanize's breach of its security obligations under this Agreement.

14.4 <u>Disclaimer.</u> EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL, WRITTEN OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT (BUT NOT IN DEROGATION OF ITS INDEMNITY OBLIGATIONS UNDER SECTION 15 (INDEMNITY)). Some jurisdictions do not allow the exclusion of implied warranties, in which case any implied warranties are limited to a ninety (90) day period commencing on the date Customer activates its Product subscription.

15. Indemnity

15.1 <u>Galvanize Indemnity.</u> Galvanize will defend, at its cost, any claim made against Customer by a third party which asserts that Customer's use of a Product, Service or Deliverable in accordance with this Agreement infringes such third party's intellectual property rights. Galvanize will indemnify Customer from actual damages and costs (including reasonable legal fees) finally awarded against Customer in respect of such claim, or settlement amount agreed to be paid in settlement of such claim.

15.2 <u>Remedy for Infringement Claims.</u> Upon notice of an infringement claim, or if in Galvanize's opinion such a claim is likely, in addition to its obligations under Section 15.1, Galvanize has the right, at no cost to Customer, to: (a) procure the right for Customer to continue using the affected Product, Services or Deliverable; (b) replace or modify such Product, Services or Deliverable so that it is non-infringing and provides substantially the same or greater functionality and performance as the affected Product, Services or Deliverable; or (c) if, in Galvanize's opinion, neither option (a) or (b) is commercially reasonable in the circumstances, Galvanize may terminate the affected Product subscription or Services upon thirty (30) days written notice to Customer, and will refund to Customer any prepaid fees for the remaining unused portion of the current subscription term. Sections 15.1 and 15.2 set out Galvanize's entire obligation and liability, and Customer's sole and exclusive remedy, with respect to the infringement of the intellectual property and proprietary rights of others.

15.3 <u>Customer Indemnity.</u> Customer will defend, at its cost, any claim made against Galvanize by a third party: (a) which asserts that Customer's collection and use of Customer Data infringes such third party's rights or otherwise violates applicable law or regulation; or (b) which results from Customer's breach of Section 5.3 (Acceptable Use Policy). Customer will indemnify Galvanize from actual damages and costs (including reasonable legal fees) finally awarded against Galvanize in respect of any such claim, or settlement amount agreed to be paid in settlement of any such claims. Customer will have no obligation to defend or indemnify any claim which arises solely from a Product itself or is caused by Galvanize's breach of this Agreement.

15.4 <u>Indemnity Conditions.</u> A party's obligations under Section 15.1 (Galvanize Indemnity) and Section 15.3 (Customer Indemnity) are conditioned on: (a) the indemnitee giving the indemnitor prompt notice of the claim; (b) the indemnitee giving the indemnitor sole control of the defense and all negotiations for its settlement or compromise (provided this does not require an admission of guilt or liability by the indemnitee); and (c) the indemnitee providing the indemnitor with reasonable assistance, at the indemnitor's expense. The indemnitee may, at its own cost, engage counsel of its choice.

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15.5 <u>Exclusions.</u> Galvanize will have no obligations under this Section 15 (Indemnity) in respect of any infringement claim that does not state with specificity that a Product, Service or Deliverable is the cause of the infringement, or any infringement remedy claim which arises out of or relates to: (a) use of an outdated version of a Product which is no longer commercially supported by Galvanize; (b) any modification of the Product, Services or Deliverable by Customer or by anyone other than Galvanize; (c) use or combination of the Product or Deliverable with programs, components or products not provided by Galvanize or authorized by Galvanize in the User Documentation; (d) use of a Product, Service or Deliverable in any manner which breaches this Agreement or which is not in accordance with the applicable User Documentation; (e) Customer's use of Customer Data; or (f) any Customer Systems.

16. Mutual Limitation of Liability

16.1 <u>Limitation of Liability</u>. SUBJECT TO SECTION 16.3 (EXCLUSIONS), THE AGGREGATE CUMULATIVE LIABILITY OF EACH PARTY, TOGETHER WITH ITS AFFIILIATES, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO 125% OF THE FEES PAYABLE BY CUSTOMER FOR THE PRODUCTS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY. THIS LIMITATION WILL NOT APPLY TO LIMIT CUSTOMER'S OBLIGATION TO PAY FEES IN ACCORDANCE WITH THIS AGREEMENT.

16.2 <u>No Liability</u>. SUBJECT TO SECTION 16.3 (EXCLUSIONS), NEITHER PARTY NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY FOR ANY OF THE FOLLOWING DAMAGES OR LOSSES (EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE, KNOWN OR CAUSED BY THE PARTY'S NEGLIGENCE, AND EVEN IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE): (A) LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF REPUTATION, COSTS OF SUBSTITUTE GOODS; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES (IN CONTRACT, TORT OR OTHERWISE) (BUT NOT IN DEROGATION OF A PARTY'S OBLIGATIONS UNDER SECTION 9.4 (REMEDY FOR SECURITY BREACH)).

16.3 <u>Exclusions</u>. The limitations and exclusions of liability in this Section 16 (Mutual Limitation of Liability) will not apply to: (a) a party's indemnification obligations under this Agreement; (b) a violation of Galvanize's intellectual property rights or breach of Section 12.2 (IP Restrictions); or (c) any damages or liabilities that cannot be limited or excluded under applicable law, including, but not limited to, (i) those arising out of a party's gross negligence, willful misconduct, deceit or fraud, or (ii) liability for death or personal injury caused by a party's negligence.

17. Insurance

17.1 <u>Coverage.</u> Galvanize will, at its own expense and without limiting its obligations for liability under this Agreement, obtain and maintain the following insurance coverage during the subscription term: (a) commercial general liability insurance with limits no less than two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) as an annual aggregate against liability for bodily injury and property damage; (b) employer's liability insurance with limits no less than two million dollars ($2,000,000); (c) professional liability insurance with limits no less than two million dollars ($2,000,000) per claim and two million dollars ($2,000,000) as an annual aggregate; (d) non-owned automobile liability insurance with limits no less than one million dollars ($1,000,000); (e) cyber and privacy liability insurance with limits no less than two million dollars ($2,000,000); and (f) workers compensation insurance as required by applicable law. Customer will obtain and maintain, at its own expense, appropriate insurance for its own business operations and for the risks associated with its use of the Products and Services.

17.2 <u>Evidence.</u> Galvanize will have the above insurance in full force and effect as of the start date of Customer's subscription. If requested by Customer, Galvanize will provide Customer with a certificate or memorandum of insurance confirming the insurance coverage. The fact that Galvanize carries insurance will not be construed to increase Galvanize's liability under this Agreement.

18. Compliance with Laws

18.1 <u>Anti-Corruption/Anti-Bribery</u>. Each party will comply with applicable anti-corruption laws, including, but not limited to, the Canadian Corruption of Foreign Public Officials Act, the United States Foreign Corrupt Practices Act and the UK Bribery Act, 2010, as each may be amended from time to time. Each party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or item of value from any of the other party's employees or resellers in connection with this Agreement, excluding reasonable gifts and entertainment provided in the ordinary course of business. In no event will either party be obligated under this Agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it.

18.2 <u>Export</u>. Products provided under this Agreement may be subject to export or import laws in the United States and other countries outside Canada. Customer and Galvanize each represent that it is not named on any U.S. government denied-party list. Customer will not permit access to or use of the Products in a U.S-embargoed country or region in violation of United States export laws or regulations.

19. Governing Law and Dispute Resolution

19.1 <u>Governing Law.</u> This Agreement is governed by and will be construed in accordance with the following laws: (a) the laws of the State of New York if Customer is located in the United States; (b) English laws if Customer is located in the United Kingdom, Europe, the Middle East or Africa; (c) Singapore laws if Customer is located in Asia (other than the Middle East); or (d) the laws of the Province of British Columbia and the applicable federal laws of Canada if Customer is located in any other

country or location. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

19.2 Dispute Resolution. Subject to and without restricting the rights of a party to injunctive relief or other interim measures of relief, the parties will attempt to resolve any controversy or claim relating to this Agreement through consultation and negotiation in good faith. By mutual agreement, the parties may agree to use some form of non-binding alternative dispute resolution, such as mediation. The use of any alternative dispute resolution procedure will not be construed as a waiver or estoppel to affect adversely the rights of either party. Any dispute which the parties cannot resolve between themselves within sixty (60) days after the claim or controversy first arose will be referred to, finally settled and determined by binding arbitration in accordance with Section 19.3 (Arbitration).

19.3 Arbitration. Arbitration will be conducted in the English language before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. Arbitration will be held and conducted: (i) in New York, NY, USA in accordance with the commercial arbitration rules of the American Arbitration Association if Customer is located in the United States; (ii) in London, England in accordance with the LCIA (London Court of International Arbitration) Rules if Customer is located in the United Kingdom, Europe, the Middle East or Africa; (iii) in Singapore in accordance with SIAC (Singapore International Arbitration Centre) Rules if Customer is located in Asia (other than the Middle East); or (iv) in Vancouver, B.C., Canada in accordance with the International Centre for Dispute Resolution Canada (ICDR) and its International Arbitration Rules or its Canadian Arbitration Rules (as applicable) if Customer is located in Canada or any other country or region.

20. General

20.1 Complete Agreement. This Agreement is the complete and exclusive statement of the agreement between the parties with respect to its subject matter. This Agreement supersedes and merges all prior representations, proposals, understandings, discussions or other agreements between the parties (whether oral, written, expressed or implied) relating to the matters contained in this Agreement. The terms of any Customer purchase order or other general terms of Customer will not be binding on the parties and will not be construed to modify this Agreement. Any changes to or variations from this Agreement may only be made in a written addendum signed by both parties. If the parties have entered into a written agreement with respect to the Products or Services which is signed by both Customer and Galvanize, such written agreement will take precedence over this Agreement.

20.2 Assignment. Neither party may assign this Agreement without the other party's prior written consent (not to be unreasonably withheld), except to an Affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. A permitted assignment will not be effective unless the assigning party notifies the other party of the assignment and has obtained the assignee's written agreement to be bound by all of the terms of this Agreement. Subject to the foregoing, this Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

20.3 Notices. Any notice that either party is required or permitted to give to the other party under this Agreement will be in writing and (except for email notice) will be delivered to Galvanize at its address set out on page 1 of this Agreement (Attention: Legal Department) and to Customer at the address provided on the most recent Order Form. Either party may change their address for notice by providing written notice of the change to the other party. The delivery of notice will be by personal delivery, courier, regular mail or confirmed e-mail, except that e-mail notice will not apply for notices required under Section 13.4 (Compelled Disclosure), Section 15 (Indemnity) or Section 19.2 (Dispute Resolution). Delivery will be deemed effective upon receipt (provided that, for delivery by email, no automated or other response is received indicating non-delivery or the absence of the recipient).

20.4 Waiver and Severability. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other breach or any subsequent breach. If any provision of this Agreement is unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its unenforceability and the other provisions of this Agreement will remain in full force.

20.5 Verification. Galvanize may, upon reasonable notice to Customer, and no more than once per year, request information to verify that Customer's use of the Products complies with the terms of this Agreement. If Galvanize reasonably believes that such information does not correctly disclose Customer's Product usage, Galvanize, or a third party appointed by Galvanize, may conduct an audit to verify that Customer's use of the Products complies with this Agreement. If the audit shows that Customer is in violation of this Agreement, Customer will reimburse Galvanize for its reasonable expenses related to the audit and will pay any appropriate additional fees.

20.6 Product Research and Development. Customer acknowledges that Galvanize may use aggregated and anonymized data regarding use of the Products for Galvanize's internal business purposes, such as research, development and Product improvement. Such information will not include Customer Data and the foregoing does not affect or limit Galvanize's obligations under Section 9 (Security) or Section 13 (Confidentiality) of this Agreement.

20.7 US Federal Government. The Products, including related software and technology, are "Commercial Items" as that term is defined in FAR 2.101. Government technical data and software rights related to the Products include only those rights customarily provided to the commercial marketplace as specified in this Agreement. This customary commercial license is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions,

DFAR 252.227- 7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Galvanize to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

20.8   Non-Solicitation. During the performance of the Services and for a period of one (1) year after completion of the Services, neither party will solicit, for the purposes of employment or retention as an independent contractor, any of the other party's employees or contractors involved in providing the Services. The foregoing will not prohibit either party from employing any individual who applies for a position in response to an internal posting, employment advertisement or other general solicitation of employment.

20.9   Subcontractors. Galvanize may use subcontractors in its performance of this Agreement. Such subcontractors will have the skills and experience necessary to perform the work assigned to them. Any subcontracting will not release Galvanize from its obligations under this Agreement. Galvanize will remain responsible for the work performed by its subcontractors to the same degree as if the work had been performed by Galvanize itself. Upon written request, Galvanize will identify to Customer any subcontractors performing work in respect of this Agreement.

20.10   Force Majeure. Neither party will be liable or responsible for any delay or failure in performance caused by a force majeure event, such as fire, flood, strike, government or military authority, earthquake, act of terrorism, internet or telecommunications failure or any other cause beyond its reasonable control (which expressly excludes a lack of sufficient funds).

20.11   No Third Party Beneficiaries. Except as expressly provided in this MSA, no person, other than a party to this MSA, will be entitled to enforce any term of this MSA.

20.12   Language. If there is any conflict or ambiguity between the English language version of this MSA and any other language version of this MSA, the English language version will prevail and will be the authentic text for the purposes of interpretation.

v. Jan 28-2020

Schedule "A"
Service Level Agreement

This Service Level Agreement (**"SLA"**) is attached to and made part of the Galvanize Master Subscription Agreement (**"MSA"**) and sets out the service levels for the Cloud Products. Capitalized terms used but not defined in this SLA have the meanings given to them in the MSA.

1. **Service Level.** Galvanize will use commercially reasonable efforts to make the Cloud Products operational and available to Customer at least 99.9% of the time in any calendar month, excluding periods of Scheduled Maintenance (the **"Performance Commitment"**). If Galvanize does not meet the Performance Commitment, Customer will be eligible to receive the Service Credits described below. If Galvanize fails to meet the Performance Commitment for three (3) consecutive calendar months during a subscription term, Customer may terminate its subscription for cause. This SLA states Customer's sole and exclusive remedy for any unavailability of the Cloud Products.

2. **Definitions.**

a. "Downtime" means a period of at least ten (10) consecutive minutes during which the Cloud Product is unavailable and cannot be accessed or used. Intermittent interruption, downtime for a period of less than ten (10) minutes or unavailability of the Cloud Product caused by circumstances beyond Galvanize's reasonable control (such as external forces affecting the reliability of the internet or Customer's own systems or devices) will not be counted as Downtime. Downtime may be measured through an independent third party monitoring service selected by Galvanize.

b. "Monthly Uptime Percentage" means the Scheduled Service Uptime (as defined below) minus the total number of minutes of Downtime in a calendar month, divided by the Scheduled Service Uptime.

c. "Scheduled Maintenance" means occasional maintenance of the Cloud Products to add resources, upgrade software, install security patches or carry out other routine maintenance procedures. Scheduled Maintenance typically occurs during the period of lowest anticipated system usage. System notification is provided in advance of Scheduled Maintenance. During Scheduled Maintenance, certain components of the Cloud Products may be offline, or may be operating in less redundant modes, or may be operating at reduced capacity levels.

d. "Scheduled Service Uptime" means the total number of minutes in a calendar month (e.g., 43,200 minutes in a 30-day month) less the number of minutes of Scheduled Maintenance in such month.

3. **Service Credits.** If the Monthly Uptime Percentage for any calendar month is less than 99.9% and Customer is impacted by any Downtime (ie, the Downtime occurs during regular business hours when Customer is accessing the Cloud Product), Galvanize will extend Customer's

subscription term, at no charge, by the applicable number of days noted in the table below.

Monthly Uptime %	Additional Subscription Days
< 99.9% - ≥ 99.0%	3 days
< 99.0% - ≥ 95.0%	7 days
< 95.0%	15 days

To claim a Service Credit, Customer must notify Galvanize within thirty (30) days from the last day of the calendar month for which Customer wishes to receive a Service Credit. No Service Credits will be issued after this thirty (30) day period. The maximum number of Service Credits available in any single calendar month is fifteen (15) days. Service Credits may not be exchanged for, or converted to, monetary amounts.

4. **Exclusions.** The Performance Commitment does not apply to, and no Service Credits are available for, any interruption or unavailability of a Cloud Product: (a) caused by factors outside Galvanize's reasonable control, such as external forces affecting the reliability of the internet or any force majeure event; (b) that results from Customer's actions or inactions or those of any employee, contractor, agent or third party acting on Customer's behalf; (c) that results from Customer Systems (as defined in the Agreement) or from any non-Galvanize equipment, software or technology (other than third party equipment within Galvanize's direct control); (d) Scheduled Maintenance; or (e) that results from a suspension or termination of Customer's right to use the Cloud Product in accordance with the terms of the MSA.

v. Jan 28-2020

Schedule "B"
Security Schedule

This Security Schedule is attached to and made part of the Galvanize Master Subscription Agreement (**"MSA"**) and sets out the security for the Cloud Products. Capitalized terms used in this Schedule have the meanings given to them in the MSA.

1. Shared Security Model

Security involves a joint effort by both Galvanize and the Customer. Galvanize manages the overall security of the Cloud Products. The Customer manages the end-user security and access controls for its Cloud Product environment and is responsible for determining the types of data to be used in connection with the Cloud Products.

2. Policies and Procedures

Galvanize has implemented a security policy framework based on ISO 27001/2 to define minimum security requirements and expectations for security across its organization. The Cloud Products are supported by various operational and security policies, standards and procedures, including, but not limited to, those related to:

o Access Control	o Secure Software
o Human Resources	Development Lifecycle
o Change Management	o Vulnerability Management
o Information	o Security Incident Response
Classification	o Third-party Management
o Media Security	o Remote Access
o Business Continuity	o Logging and Monitoring
o Disaster Recovery	o Compliance

3. Security Measures

Galvaize has implemented and will maintain commercially reasonable, industry-standard technical and organizational security measures designed to prevent the unauthorized access, use or disclosure of Customer Data stored in the Cloud Products. Such security measures include, but are not limited to, the following:

a. <u>Access Control.</u> Galvanize uses a principle of least privilege for internal administration. Access is granted on a need to know basis using a ticketing and approval system. Administrative access is protected with a combination of IP whitelisting, username/password, multi-factor authentication and private keys. Session limits for inactivity are set. All access is tracked and monitored for suspicious activity. Access to production system and internal applications is removed immediately upon personnel termination. Access rights are reviewed on a quarterly basis.

b. <u>Personnel.</u> Hiring practices ensure new personnel are qualified for their role. Background check procedures are in place for personnel who may have contact with Customer Data. Personnel are required to complete annual security, confidentiality and privacy training upon hire and annually thereafter.

c. <u>Data Encryption.</u> Galvanize provides encryption of data in transit and at rest. Encryption in transit is achieved via the industry-standard TLS (Transport Layer Security) protocol, including AES (Advanced Encryption Standard) with up to 256-bit key lengths. Encryption at rest is achieved by leveraging AWS storage encryption, which also relies on the AES encryption algorithm with strong 256-bit keys.

d. <u>Physical Security.</u> Galvanize physical premises are kept locked during non-business hours and are protected by security guard and alarm services. Security cameras are visibly placed in high traffic or sensitive locations. Badges are required to gain entry into Galvanize offices and must be visible at all times. Physical access is audited quarterly. Physical security at the data center is the responsibility of Amazon Web Services.

e. <u>Network Security.</u> Galvanize uses a combination of web application firewalls, intrusion detection and prevention capabilities, as well as real time alerting. Galvanize has developed procedures for monitoring HighBond systems for performance, availability, and security related events. These events are investigated promptly by the Galvanize production operations team.

f. <u>Hosted Environment.</u> The Cloud Products are hosted by Amazon Web Services (AWS). Within the hosted environment, Customer is provided with its own application environment (your Galvanize service). AWS provides the physical facility and physical infrastructure of server hardware, networking and related services for the Cloud Products and the hosting of Customer Data.

g. <u>Asset Management & Endpoint Security.</u> Information assets are classified and assigned in accordance with an asset management policy. Endpoint devices are managed through an endpoint management tool, including patches, encryption, anti-virus software updated at least once a day, and filtering malicious web content. Upon termination of personnel, laptops and building access cards are returned.

h. <u>Penetration Testing.</u> Galvanize uses independent 3rd parties to perform regular penetration testing to check for security vulnerabilities, such as cross-site scripting, SQL Injection, session and cookie management. A summary of the most recent penetration test report can be made available to Customer subject to the confidentiality provisions of the MSA or a separate non-disclosure agreement.

i. <u>Vulnerability Management.</u> Vulnerability scanning is performed at least weekly for operating systems, software components, dynamic web applications, and static code analysis. All vulnerabilities are prioritized by severity using Common Vulnerability Scoring System. When possible, mitigations will be put in place for critical vulnerabilities while a full patch is being developed.

4. Backup and Disaster Recovery

Galvanize maintains processes to ensure failover redundancy. In addition, full system/instance backups are taken on a regular basis for the purpose of restoring data integrity due to systemic or database failure, but not for purposes of restoring user deleted data. Backup media is encrypted and stored securely offsite. Galvanize also maintains a Business Continuity Plan and Disaster Recovery Procedures.

5. Security Breach Procedures

Galvanize maintains an Incident Response Plan managed by its Security Incident Response Team (SIRT). Galvanize will notify Customer without undue delay if Galvanize determines that the security of the Cloud Products' systems has been breached and this results in Customer Data being accessed by or disclosed to an individual or entity who is not authorized to access or receive such information. Notice will include a brief description of the incident, including the nature of the breach, the date it occurred and, if known, the general type(s) of data involved.

Galvanize will report to Customer on the corrective action being taken and will cooperate with Customer to mitigate the effects of any lost or compromised Customer Data. Galvanize will conduct a root cause analysis to determine the cause of the incident and to ensure corrective actions are focused on the true root cause of the incident. Customer will implement any corrective measures required by Galvanize.

6. Customer Security Obligations

Customer controls the end-user security and access controls for its Cloud Product environment and manages the entire Customer Data life cycle. Customer determines what data to use, how long data should be retained, what data should be deleted, who can access the data, addition and removal of users, and configuration of system settings. Customer is responsible for implementing appropriate security measures in connection with its use of the Cloud Products and its Customer Data, including, without limitation, the following:

- o   use of security features made available through the Cloud Products
- o   establishing and enforcing use of strong passwords and setting password expiries
- o   establishing account access controls, such as configuring SSO (Single Sign On), challenging user accounts after multiple failed logins and using activity tracking to log access and system use
- o   setting session expiries
- o   specifically identifying permissible user IP addresses
- o   following industry best practices for de-identifying sensitive data
- o   backing-up Customer Data
- o   limiting the type and amount of Customer Data, as well as its storage, to only what is necessary for the intended purpose

Customer will notify Galvanize immediately if it becomes aware of any known or suspected breach of security related to its use of the Cloud Products.

7. Security Assessments

On Customer's written request, Galvanize will complete Customer's reasonable security assessment questionnaire and provide Customer with further information regarding the security measures for the Cloud Products. Security assessment questionnaires will be completed no more than once annually and may require reimbursement of the time expended by Galvanize personnel, depending on the complexity and length of the questionnaire.

8. Security Controls Audit

Galvanize has and will maintain a current SOC 2 Type II report (or industry-accepted successor security audit) prepared by a third party auditor consisting of a comprehensive internal controls assessment covering the internal controls and information security related to the Cloud Products. Upon request, Galvanize will provide a copy of its then-current SOC 2 report to Customer. The report is Confidential Information of Galvanize and is subject to the confidentiality provisions of the MSA.

v. Jan 28-2020

Schedule "C"
Data Processing Addendum

This Data Processing Addendum ("**DPA**") is attached to and made part of the Galvanize Master Subscription Agreement (**"MSA"**). This DPA applies when Galvanize or any of its Affiliates Processes Personal Data on behalf of Customer in connection with the Cloud Products or any related services. Capitalized terms not otherwise defined in this DPA will have the meanings given to them in the MSA and the applicable Data Protection Laws.

Definitions

1. "Data Protection Laws" means all laws and regulations applicable to the Processing of Personal Data pursuant to the MSA, including, but not limited to, the EU General Data Protection Regulation (**"GDPR"**) and the California Consumer Privacy Act of 2018 (**"CCPA"**), each as may be amended from time to time.

2. "Personal Data" means "personal data" or "personal information" as those terms are defined in the applicable Data Protection Laws, including, by way of example, an individual's name, address, email address, username, IP address, billing information or other like information.

3. "Process" or "Processing" means the collection, use, storage, disclosure, erasure or destruction of Personal Data, or any other operation or set of operations performed on Personal Data, whether or not by automated means.

Terms

1. Roles. Customer will act as the "Controller", being the party who determines the purposes and means of the Processing of Personal Data. Galvanize will act as the "Processor" being the service provider who Processes Personal Data on behalf of the Customer. Customer authorizes Galvanize to engage sub-processors in accordance with the terms of this DPA. Each party will comply with the provisions of the Data Protection Laws that apply to its role as Controller or Processor, respectively.

2. Purpose and Duration of Processing. Each party will Process Personal Data only as necessary for the provision and use of the Cloud Products and related services, and for as long as Customer has a valid paid subscription to the Cloud Products.

3. Categories of Personal Data. The categories of Personal Data to be Processed will be determined solely by Customer and may include: name, address, email address, employee data or billing information. The categories of individuals whose Personal Data may be processed are: employees, contractors or representatives of Customer or of Customer's clients, suppliers or business partners. Galvanize does not collect Personal Data directly from individuals.

4. Storage Location. Customer Data will be stored in the regional data centre(s) chosen by Customer (e.g. in the United States, Germany, Singapore, Australia, Canada or such other location offered by Galvanize from time to time). User names and email addresses of Customer's users of the Cloud Products will be stored in the United States.

5. Customer Obligations. Customer represents and warrants that its Processing of Personal Data in connection with the Cloud Products will comply at all times with applicable Data Protection Laws. In any circumstances where providing Personal Data will not comply with Data Protection Laws, Customer must not submit or provide such Personal Data.

6. Galvanize Obligations. Galvanize will:

   a. Process Personal Data only on the written instructions of Customer. This DPA and the MSA are Customer's written instructions for this purpose. Customer warrants that it is and will remain authorized to give these instructions, as well as any future instructions regarding the Processing of Personal Data, and that Customer's instructions will comply with Data Protection Laws. Galvanize will notify Customer if it believes Customer's instructions violate any Data Protection Laws;

   b. ensure that persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Galvanize will ensure that access to Personal Data is limited to only those individuals who need to know or access the Personal Data for purposes of providing the Cloud Products and related services in accordance with the MSA;

   c. not "sell" (as that term is defined in the CCPA) Personal Data and will not retain, use or disclose Personal Data obtained from Customer (i) outside the direct relationship between Galvanize and Customer; (ii) for any purposes other than for the specific purposes of providing the Cloud Products and related services specified in the MSA; or (iii) for any "commercial purpose" (as defined in the CCPA) other than providing the Cloud Products and related services;

   d. implement and maintain appropriate technical and organizational measures to protect the security, confidentiality and integrity of the Personal Data Processed by Galvanize as set forth in the security provisions of the MSA. Galvanize will regularly monitor compliance with these measures;

   e. use only sub-processors who maintain at least the same level of security measures and adequate safeguards as required under this DPA and who have entered a written agreement (which may be electronic) with Galvanize requiring such measures and safeguards. Galvanize will provide Customer with a list of such sub-processors upon request. Galvanize will inform Customer of any intended

change to its sub-processors and will provide Customer with an opportunity to object to such change. If a sub-processor fails to fulfill its data protection obligations, Galvanize will be liable for the performance of such obligations;

f. notify Customer, without undue delay and, where feasible, within 48 hours, after becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data Processed by Galvanize, and take all steps reasonably within Galvanize's control to mitigate and remediate the breach. Galvanize will not assess the contents of Customer Data to identify information subject to specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer. Galvanize's notification of or response to a breach of security will not be construed as an acknowledgement by Galvanize of any fault or liability with respect to such breach;

g. notify Customer promptly, and where feasible within 15 days, if Galvanize receives requests from individuals to exercise their rights with respect to their Personal Data being Processed by Galvanize. Galvanize will not respond to such individuals without Customer's prior written consent, except to confirm that such request relates to Customer;

h. meet its obligations under the applicable Data Protection Laws to: (i) assist Customer in responding to individuals' requests to exercise their rights with respect to their Personal Data being Processed by Galvanize; and (ii) meet Customer's legal obligations with respect to breach notification, data protection impact assessments, or the cooperation or prior consultation with a supervisory authority with respect to Personal Data Processed by Galvanize; provided and to the extent Customer does not otherwise have access to the relevant information and taking into account the nature of the Processing and the information available to Galvanize. Customer will be responsible for any costs arising from Galvanize's provision of such assistance, except to the extent prohibited by applicable Data Protection Laws;

i. upon the written request of Customer, either delete or return Personal Data to Customer to the extent Customer is unable to do so itself through the Cloud Products, subject to any legal or regulatory obligations to maintain or store the Personal Data; and

j. provide Customer with all information necessary to demonstrate Galvanize's compliance with applicable Data Protection Laws, and contribute to audits or inspections to be conducted by or on behalf of Customer no more than once in any calendar year, unless an additional audit is required by the Data Protection Laws or regulatory authority, or is reasonably necessary due to genuine concerns regarding Galvanize's compliance with this DPA. Customer will provide reasonable advance notice of any audit and will abide by Galvanize's reasonable

security requirements. Before commencement of any such audits or inspections, the parties will mutually agree upon the scope, timing and duration of the audit or inspection. Unless restricted by applicable Data Protection Laws, Galvanize may charge for any time expended for such audit or inspection at Galvanize's then-current rates, which will be made available to Customer.

7. Data Transfers. Pursuant to the GDPR, the legal mechanisms in place to safeguard Personal Data transferred by Customer to Galvanize or its Affiliates in a country outside the European Union, the EEA, Switzerland or the United Kingdom include an adequacy decision, EU-US Privacy Shield certification, binding corporate rules and the Standard Contractual Clauses located at www.wegalvanize.com/terms which are incorporated herein by reference and will apply to any transfers not covered by the other legal mechanisms. Galvanize will not onward transfer Personal Data that is subject to the GDPR to a country outside the European Union, the EEA, Switzerland or the United Kingdom, except where appropriate legal mechanisms are in place to safeguard such Personal Data in compliance with GDPR.

v. Jan 28-2020