SYMPHONY TERMS AND CONDITIONS

These Terms and Conditions ("***Terms***") are made and entered into by and between Symphony Communication Services, LLC ("***Symphony***") and the Customer identified in the Service Order ("***Customer***") effective as of the date Customer entered into its initial Service Order (the "***Effective Date***"). Capitalized terms used in these Terms and not otherwise defined herein will have the meaning set forth in Schedule A.

1.   PURPOSE

These Terms, together with the Service Order(s), govern the provision to Customer of Symphony's SaaS platform for merging multiple dimensions such as communications, content, and community to provide a secure, efficient, and robust ecosystem for high-valued information exchange (the "***Symphony Services***"), and governs the corresponding responsibilities of each party.

2.   SYMPHONY RESPONSIBILITIES

2.1   PROVISION OF SYMPHONY SERVICES

a)   Service Orders; Precedence. All Service Orders, Schedules, and any addenda hereto are subject to and made part of these Terms. Each Service Order constitutes an independent contractual obligation, not subject to terms and conditions of any other Service Order. In the event of any conflict or inconsistency between these Terms, any Schedule hereto and/or a Service Order, the following order of priority will govern the interpretation of such documents: 1) the applicable Service Order; 2) the applicable Schedule; and 3) these Terms.

b)   Provision of Symphony Services. Symphony will make Symphony Services available to Customer and its Affiliates during the Subscription Period in accordance with these Terms and the applicable Service Order. Subject to Customer's compliance with its obligations under Section 3, Symphony hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable license (which license will extend to, and will be deemed to be for the benefit of, both Customer and each of its Affiliates) to access and use Symphony Services and Applications for any lawful business purpose for the applicable Subscription Period. Customer and its Affiliates may copy and distribute Applications internally for their internal use in accordance with these Terms and any applicable Service Order.

c)   Corporate Directory. Customer acknowledges and agrees that Symphony will include Customer's name and its Authorized Users' Profile Data in the directory of users of Symphony Services, which information may be accessible by (x) third-party users of the Symphony Services and (y) Third Party Software Applications that have been enabled by Customer.

2.2   ACCESS TO AND USE OF SYMPHONY SERVICES

a)   Activation and Performance. Except as otherwise set forth in the applicable Service Order, Symphony is responsible for activating Customer's access to Symphony Services. Symphony will make available to Customer the application programming interfaces ("***APIs***") necessary for such activation. Customer shall be responsible for integration of the Customer Computer System with Symphony Services. Symphony will provide the Symphony Services to Customer as described in the Documentation, and such Symphony Services shall perform in the manner and in accordance with the service levels described in the Documentation.

b)   Malicious Code. Customer will implement and maintain commercially reasonable anti-malware measures on its applicable servers. Customer shall not introduce any Malicious Code into Symphony Services. Symphony will have no liability to Customer with respect to, and Customer shall indemnify and hold harmless each Symphony Indemnified Party (as defined in Section 6.2(b)) against any Claims and Costs related to, the presence of Malicious Code in Symphony Services to the extent such Malicious Code is introduced into Symphony Services through Customer's Message Data or File Data.

c)   Upgrades. Symphony may modify, update, upgrade or enhance Symphony Services from time to time to add new or improved features and to correct errors (each such upgrade, an "***Upgrade***"). Customer acknowledges and agrees that any Customer action reasonably required to be performed as a result of an Upgrade will be performed by, and at the sole cost and expense of, Customer.

d)   Sun Setting. Symphony may at its sole discretion, from time to time, remove existing functionality from Symphony Services (such removal referred to herein as "**Sun Setting**"). Customer acknowledges and agrees that any Customer action reasonably required to be performed as a result of Sun Setting will be performed by, and at the sole cost and expense of, Customer.

e)   Bandwidth Usage. Customer shall not consume or generate, on an individual per Authorized User basis, greater than ten (10) gigabytes per month of data or bandwidth (the "**Bandwidth Threshold**") over the Symphony Services (whether on the Symphony Facilities or any Third Party HSP network or infrastructure). To the extent an Authorized User exceeds the Bandwidth Threshold, Customer may be subject to additional commercial restrictions or charges, as mutually agreed in writing between Symphony and the Customer. If no agreement can be reached, Symphony shall be entitled to require Customer to terminate or reassign the License applicable to the Authorized User that exceeded the Bandwidth Threshold.

2.3   DATA AND CONFIDENTIAL INFORMATION

a)   Data Practices. Symphony shall follow the data practices set forth in its Documentation with respect to Customer Data.

(i)   Data Retention and Storage. During the applicable Subscription Period, Symphony Services will temporarily store all Message Data and File Data for one (1) year after such Message Data and File Data is first entered into the Symphony Services to enable Customer to access and retrieve such data. Customer may request in writing a longer retention period, not to exceed seven (7) years, to the extent expressly required of Customer by a Governmental Authority or by applicable Laws. Customer is solely responsible for, and Symphony will not have any liability to Customer for, Customer's compliance with Customer's internal data retention and applicable Law regarding data retention of Customer Data. Symphony will store all Customer Data in the geographical location specified by Customer (US, Asia, or Europe) and subject to geographical availability of Symphony's Third Party HSPs.

b)   Confidentiality.

(i)   Standards. Each party will maintain all Confidential Information of the other party in confidence and will safeguard such Confidential Information with the same care as such first party's own comparable Confidential Information, but in no case with less than a reasonable degree of care. The receiving party will: (a) only disclose the disclosing party's Confidential Information to those of its employees, directors, officers or agents (or those of its respective Affiliates) on a need-to-know basis to perform obligations and exercise its rights under these Terms, provided that such recipients are bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth in these Terms, and (b) only use the disclosing party's Confidential Information to perform its obligations or exercise its rights under these Terms and in accordance with applicable data privacy Laws.

(ii)   Exclusions. The foregoing obligations in subsection (i) will not apply to information that: (a) is or has become publicly available other than through an act or omission of the receiving party in breach of these Terms; (b) was provided to the receiving party by a third party who was not under an obligation of confidentiality to the disclosing party; (c) was in the possession of the receiving party at the time of the disclosure; or (d) was independently developed by the Receiving Party, without use of, reference or access to the Disclosing Party's Confidential Information.

(iii)   Disclosure of Confidential Information to a Governmental Authority. Notwithstanding the provisions of Sections 2.3(b)(i) and 2.3(b)(ii), a receiving party may provide Confidential Information to a Governmental Authority that has regulatory authority over such receiving party if such Confidential Information is required to be disclosed by order, subpoena, statute or regulation in a situation affording the receiving party no meaningful alternative, to the extent permitted under applicable Law, provided that the receiving party will promptly notify the disclosing party of the intended disclosure, to the extent permitted by applicable Law.

c)   Personal Information and Usage Information.

(i)   As part of the Symphony Business User Terms and Conditions (the "**Symphony BUTC**"), available at https://symphony.com/resources/legal/symphony_eula_business.pdf, Symphony will require each Authorized User to acknowledge Symphony's use of their Personal Information for provision of Symphony Services. Symphony may also collect and analyze information relating to the performance and use of Symphony Services by

Customers and Authorized Users as set forth in a written privacy policy, which will be referenced to in the Symphony BUTC and will comply with applicable Law with respect to the privacy and security of Personal Information.

(ii)   During the term of these Terms and any applicable Service Order, Symphony shall comply, and shall procure that any Third Party HSP comply, with all data privacy Laws applicable to the provision of the Symphony Services to the Customer, including but not limited to such Laws as they apply to the storage, processing and/or transfer of any Personal Information provided by Customer and/or its Authorized Users. If Customer is located within the EU, or Customer has Authorized Users located within the EU, Customer shall enter into Symphony's data protection addendum (the "***Data Protection Addendum***"), which includes data processing clauses compliant with Article 28 of GDPR and the EU Model Clauses. The Data Protection Addendum shall form part of these Terms and apply to the storage, processing, and/or transfer of Personal Information regarding Authorized Users located within the EU, and the parties agree to comply with such Data Protection Addendum.

(iii)   Symphony self-certifies to and complies with the EU-US Privacy Shield Framework, as administered by the U.S. Department of Commerce, and will use commercially reasonable efforts to maintain its self-certification to and compliance with the EU-US Privacy Shield Framework with respect to the processing of Personal Information that is transferred from the European Economic Area to the United States for the Symphony Services.

d)   Superseding Terms. The terms and conditions of this Section 2.3 shall replace and supersede any non-disclosure or confidentiality obligations that the parties (or their affiliates) may have to one another under the terms of any pre-existing non-disclosure or confidentiality agreement, and any such pre-existing non-disclosure or confidentiality agreement shall be deemed null and of no effect as of the Effective Date.

2.4   SECURITY

a)   Security Policy. Symphony maintains and, during the term of any applicable Subscription Period, will continue to maintain the security measures set forth in a written security policy (the "***Symphony Security Policy***"). Symphony may change the Symphony Security Policy from time to time; provided that such changes do not adversely impact or decrease the security of Symphony Services.

b)   Incident Management. Symphony will report to Customer any Incidents of which it becomes aware, and in compliance with the Symphony Security Policy. Each party will be responsible for its own costs incurred in connection with any Incident, including any costs incurred in complying with applicable notice requirements for notification required to be made to Authorized Users. Notwithstanding the foregoing, Symphony will have no liability, or obligation to pay costs, with respect to an Incident to the extent that such Incident was caused by Customer's failure to implement the security measures expected of Customer and set forth in Schedule B.

2.5   GOVERNMENTAL AUTHORITY AUDIT

Symphony acknowledges and agrees that the Symphony Services and Symphony records may be subject to regulation and examination by Governmental Authorities having regulatory authority over Customer, its Affiliates or any aspects of their respective operations. Symphony will cooperate with any Audit (i) as required by Law, (ii) pursuant to any request of a Governmental Authority, or (iii) pursuant to a request by Customer in the event Customer has been requested by a Governmental Authority to conduct such Audit. If allowed under applicable Law, Symphony will notify Customer as soon as reasonably practicable of any request by any Governmental Authority to examine Customer Data. Customer will bear all Costs, including Symphony's reasonable out-of-pocket Costs, incurred in connection with an Audit conducted pursuant to clause (iii) of the first sentence of this Section 2.5. In connection with any Audit conducted pursuant to clause (iii) of the first sentence of this Section 2.5, Customer shall remain fully responsible in the event of any violation of the confidentiality obligations set forth in Section 2.3(b), whether due to Customer's or a Governmental Authority's actions, subject to Section 2.3(b)(iii).

2.6   SUPPORT

a)   Basic Terms. Symphony will provide Customer with 2nd level support services for setup and maintenance of Symphony Services during the Subscription Period in accordance with Schedule C (the "***Support Services***"). Customer will provide 1st level support for all Authorized Users, using its own means.

b)   Authorized Contacts. Customer may designate technical contacts to request and receive Support Services described under this Section 2.6 and in accordance with Schedule C (each of such technical contacts, a

"***Customer Authorized Contact***"). Customer Authorized Contacts will complete Symphony's training program. At any time, at Customer's reasonable discretion, Customer may change a designated Customer Authorized Contact, provided that any replacement personnel has completed Symphony's training program, by notification to Symphony in writing by letter or email, and such change will take effect immediately upon Symphony's receipt.

3. CUSTOMER RESPONSIBILITIES

3.1 LICENSE GRANT AND USE

a) Customer hereby agrees that the license grant in Section 2.1(b) is subject to the following restrictions:

(i) Customer will permit Symphony Services to be used or accessed only by Authorized Users;

(ii) All Authorized Users of Customer will be required to accept and comply with the Symphony BUTC in order to access and use Symphony Services;

(iii) Except as permitted in writing by Symphony, Customer will not transfer, distribute, sell, resell, lease, sublease, license or sub-license access to the Symphony Services or Applications provided to Customer hereunder or otherwise offer to provide such Symphony Services for use on a service bureau, outsourced (provided that the foregoing will not restrict outsourcing among Customer and its Affiliates) or value added basis; provided that the foregoing will not prohibit Customer, all of its BUs, its Affiliates or its Authorized Users from using Symphony Services in the course of providing services to their customers;

(iv) Customer will not use Symphony Services to transmit any Customer Data or content that (w) infringes any third party Intellectual Property Rights, (x) is otherwise libelous or tortious, (y) violates any applicable Law (including but not limited to applicable securities and financial instrument law, regulation and/or principles applicable to Customer) or (z) could or would subject Symphony to any law, regulation or regulatory regime to which it is not subject as of the Effective Date, and Symphony will have no responsibility or liability for, and Customer shall indemnify and hold harmless each Symphony Indemnified Party (as defined in Section 6.2(b)) against any Claims and Costs related to, the transmission of any such Customer Data or content;

(v) Customer shall only deploy the Symphony Services over a public Internet connection and shall not deploy any component of the Symphony Services onto its own systems or proprietary network infrastructure; and

(vi) Neither Customer, nor any Affiliate or Authorized User, will use the Symphony Services for vulnerability or penetration testing, for user acceptance testing or for development purposes.

b) Customer agrees to use its commercially reasonable efforts to:

(i) inform each Authorized User regarding compliance with these Terms and use of Symphony Services;

(ii) update Symphony in writing if Customer intends to provision Licenses to Authorized Users in any global location outside of the geographical region in which Customer has selected to host its Customer Data. Symphony shall have sole discretion whether to enable such potential Authorized Users to utilize the Symphony Services; and

(iii) prevent unauthorized access to or use of Symphony Services and Applications and to notify Symphony promptly upon becoming aware of any such unauthorized access or use.

3.2 FEES

a) List Price. Unless otherwise specified in the Service Order, the list price ("***List Price***") for Licenses to use the Symphony Services shall be as follows: $360 USD per License per year for Customers with under 50 Licenses; or $240 per License per year for Customers with 50 or more total Licenses. If at any time, Customer subsequently increases its Baseline License Number (defined below) to 50 or more, Customer's fees will be automatically adjusted to reflect the new List Price on a going forward basis.

b)   <u>Additional Licenses</u>. If during any quarter of the Subscription Period, the number of Licenses provisioned by Customer (excluding disabled accounts) exceeds the number of Licenses committed to in the aggregate of all of Customer's Service Orders (the "***Baseline License Number***"), then at the end of such quarter:

(i)   Symphony will invoice Customer for the additional Licenses provisioned beyond the Baseline License Number during such quarter. Such fees will be charged at the List Price, prorated based on the number of days during which such additional Licenses were provisioned;

(ii)   Symphony will determine the average number of provisioned Licenses during the last 30 days of such quarter (the "***New Baseline Number***"), and the number of committed Licenses and amount of fees payable pursuant to the applicable Service Order shall then be deemed to be updated according to the New Baseline Number for the remainder of the Subscription Period; and

(iii)   Symphony will invoice and charge Customer for any fees due for the remainder of the Subscription Period based on such New Baseline Number (applying credit for amounts paid in advance).

Customer may also issue a new Service Order to purchase additional Licenses at any time in order to establish a New Baseline Number.

c)   <u>Fees</u>. Customer hereby agrees to pay the fees set forth in each Service Order and in accordance with these Terms. Unless otherwise stated in the applicable Service Order, fees are due and payable annually in advance and will be automatically charged to the payment method provided by Customer.

d)   <u>Fee Changes</u>. The fees set forth in a Service Order are fixed for the term of the Subscription Period; <u>provided</u> that for Subscription Periods in excess of one (1) year, Symphony may, upon at least thirty (30) days prior written notice to Customer, increase the fees for the second and each subsequent year of such Subscription Period (which year, for the sake of clarity, will be determined on the annual anniversary of the Start Date and not on a calendar basis) by no more than the increase in the CPI over each such year of such Subscription Period, rounded up to the nearest 0.25%. After a given Subscription Period, Symphony may increase prices for the Symphony Services upon any renewal (including without limitation any automatic renewal pursuant to <u>Section 5(b)</u> of these Terms) provided that Symphony will provide Customer written notice of any such fee increase at least ninety (90) days prior to the end of the applicable Subscription Period.

e)   <u>Taxes</u>. Symphony's invoices will include amounts for any and all applicable sales, transfer or similar taxes imposed on the provision of Symphony Services pursuant to these Terms in accordance with all applicable Laws.

f)   <u>Overdue Charges</u>. If any undisputed amounts invoiced hereunder are not received by Symphony by the applicable due date, then if such amounts remain unpaid more than thirty (30) days after notice to Customer, such charges may accrue late interest at the rate of one percent (1%) of the outstanding balance per month or the maximum rate permitted by applicable Law, whichever is lower. Such late interest will accrue daily from the date such payment was due until the date paid. Additionally, Symphony may terminate a Service Order and these Terms if any undisputed amounts payable hereunder are not received by Symphony within thirty (30) days of the applicable due date, or if Customer's payment method is declined and Customer fails to promptly provide another form of payment.

4.   INTELLECTUAL PROPERTY OWNERSHIP

a)   <u>Symphony's Ownership Rights</u>. Symphony exclusively owns all right, title and interest in and to Symphony Services and Symphony Materials and all updates, derivatives and enhancements thereto, including all Intellectual Property Rights therein. Except for the express licenses granted in these Terms, Symphony reserves all rights, title and interests in and to Symphony Services, Symphony Materials and Symphony's Confidential Information.

b)   <u>Customer Data and Customer Materials</u>. Customer owns and will retain all right, title, and interest in and to all Customer Data and Customer Materials, including all Intellectual Property Rights therein. Subject to <u>Section 2.3(c)</u>, Customer hereby grants to Symphony a non-exclusive, non-transferable, non-assignable and revocable license during the term of the applicable Subscription Period to use any Customer Data and Customer Materials, solely to provide Symphony Services hereunder and for no other purpose.

5.   TERM AND TERMINATION

a)	Term. These Terms will be effective on the Effective Date and continue until the end of all applicable Subscription Period(s) (as defined below), unless earlier terminated in accordance with these Terms.

b)	Subscription Period. The subscription period for Customer's initial Service Order will begin on the date that Customer receives credentials for its instance of the Symphony Services (or "POD"), or for any subsequent Service Orders, on the date Customer enters into such Service Order (each such date being the "*Start Date*"), and unless earlier terminated in accordance with these Terms, will continue for a period of one (1) year from the Start Date (the "*Subscription Period*"). All Subscription Periods will automatically renew for additional periods equal to one (1) year, unless either party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant Subscription Period. Such automatic renewal will be subject to fee increases, if any, notified to Customer in accordance with Section 3.2(d) of these Terms.

c)	Termination for Breach. In addition to any rights of a party to terminate any Service Order as specifically provided in these Terms, each party may terminate any Service Order and these Terms upon written notice to the other party in the event the other party commits any material breach of these Terms and fails to cure such breach to the extent such breach is capable of being cured) within thirty (30) days after written notice of such breach.

d)	Termination for Insolvency. A party may terminate for cause any Service Order if the other party becomes or is declared insolvent, is the subject of any bankruptcy or other proceeding relating to its liquidation or insolvency (if not dismissed within sixty (60) days of initial filing).

e)	Survival; Effect of Termination. Upon termination or expiration of the Subscription Period all rights and obligations will immediately terminate except that (i) Sections 2.3(b), 2.5, 4, 5(e), 5(f), 6.2, 6.3 and 6.4, and (ii) any liabilities arising under these Terms prior to such termination or expiration, will survive the termination or expiration of the Subscription Period or these Terms for any reason whatsoever.

f)	Return/Destruction. Subject to each party's obligation to maintain records in accordance with these Terms or applicable Law, in the event any Service Order is terminated in whole or in part by either party, each party will, at the written request of the other party, use commercially reasonable efforts to, promptly return or destroy all tangible items or embodiments containing or consisting of Confidential Information of the other party, including all copies thereof.

g)	Termination of Access. Unless otherwise agreed to in writing, upon termination of any Service Order for any reason, each party will promptly terminate any access to Symphony Services or facilities of Customer or Customer Computer Systems provided for in such Service Order.

## 6.	LEGAL AND GENERAL

### 6.1	REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

a)	Representations, Warranties and Covenants. Symphony represents, warrants and covenants to Customer that: (i) Symphony possess full power and authority to enter into these Terms and to fulfill its obligations hereunder; (ii) the execution, delivery and performance of these Terms has been duly authorized by all requisite organizational action on its part; (iii) these Terms constitute the legal, valid and binding obligation of Symphony enforceable against it in accordance with these Terms; (iv) Symphony owns or has the right to license all right, title and interest in and to Symphony Services, Applications and Symphony Materials for the purposes of these Terms; and (v) to its knowledge, Symphony Services, Applications and Symphony Materials, and permitted use of any of the foregoing, do not and will not infringe, misappropriate or otherwise violate the Intellectual Property Rights of any party.

b)	Exclusions. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SYMPHONY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

c)	Customer Representations and Warranties. Customer represents and warrants that (i) the execution, delivery and performance of these Terms has been duly authorized by all requisite organizational action on its part; (ii) these Terms constitute the legal, valid and binding obligation of Customer enforceable against it in accordance with the Terms; and (iii) Customer has obtained, and during the term of these Terms will maintain, all applicable and necessary permits and licenses, and will comply with all applicable Laws, relating to provision, import, export, re-

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export, shipment, diversion or transfer of Customer Materials and Customer Data, in any applicable jurisdiction as may be required by applicable Law, and in addition, neither Customer, any of its Affiliates, or any of its or their Authorized Users is or will be subject to U.S. or international sanctions or is or will be on the U.S. Department of Commerce Denied Persons List found at www.bis.doc.gov/index.php/the-denied-persons-list.

6.2 INDEMNIFICATION

      a)   <u>Indemnification by Symphony</u>.

      (i)   <u>General</u>. Symphony will defend, indemnify and hold harmless Customer and its Affiliates, and their respective employees, officers, directors and agents (each a "***Customer Indemnified Party***") against any and all claims, suits, actions, subpoenas, audits, investigations, proceedings, or demands ("***Claims***"), and judgments, losses, payments, costs, expenses, damages, settlements, liabilities, fines or penalties ("***Costs***") arising from a third party claim as a result of the alleged infringement, misappropriation or other violation of Intellectual Property Rights of any Person by Symphony, Symphony Personnel, Symphony Services, Applications, Symphony Materials. Symphony shall have full control of all Claims brought under this clause, and the authority to settle or otherwise dispose of all such Claims, subject in each case to the immediately following sentence. In no event, however, may Symphony agree to any settlement of any such Claim if such settlement would impose any liability or obligation upon the Customer, or make any admission of liability on behalf of the Customer, without the Customer's prior written consent, not to be unreasonably withheld. If the use of Symphony Services by Customer has become, or in Symphony's reasonable opinion is likely to become, the subject of any Claim of infringement, Symphony will at its option and expense (A) procure for Customer the right to continue using and receiving Symphony Services as set forth hereunder; (B) substitute a replacement for or modification of Symphony Services or (C) if options (A) and (B) are not reasonably practicable, terminate these Terms and any then existing Service Order and refund Customer any prepaid amounts for the applicable Symphony Services during the remaining Subscription Period.

      (ii)   <u>Limitation on Infringement Indemnification</u>. Symphony will have no liability or obligation under <u>Section 6.2(a)(i)</u> with respect to any Claim to the extent it is caused in whole or in substantial part by: (A) use of Symphony Services by Customer that is not in accordance with these Terms; (B) modification of Symphony Services or the combination of Symphony Services with products or services not owned by Symphony; or (C) Customer Data.

      (iii)   THIS <u>SECTION 6.2(a)</u> SETS FORTH SYMPHONY'S ENTIRE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND CUSTOMER'S EXCLUSIVE REMEDY (AT LAW OR IN EQUITY), WHETHER STATUTORY, CONTRACTUAL, EXPRESS, IMPLIED OR OTHERWISE, FOR ANY CLAIM OF ANY NATURE RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

      b)   <u>Indemnification by Customer</u>. Customer will defend, indemnify and hold harmless Symphony and its Affiliates, and their respective employees, officers, directors and agents (each, a "***Symphony Indemnified Party***") (i) as contemplated by <u>Sections 2.2(b)</u> and <u>3.1(a)(iv)</u>, and (ii) against any and all Claims and Costs arising from a claim made or brought against Symphony by a third party arising out of use of Symphony Services by Customer or its Authorized Users (I) that infringes any third party Intellectual Property Rights or that is otherwise libelous, unlawful or tortious, or (II) in violation of any applicable Law.

6.3 LIMITATION OF LIABILITY

      a)   <u>LIMITATIONS ON REMEDY</u>. EXCEPT AS SET FORTH IN <u>SECTION 6.3(b)</u>, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER (i) FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (ii) FOR PUNITIVE DAMAGES, (iii) FOR DAMAGES FOR LOST PROFITS, LOST SALES, OR BUSINESS INTERRUPTION OF ANY CHARACTER, IN EACH CASE EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (iv) IN THE AGGREGATE DURING THE TERM OF THESE TERMS, ANY AMOUNT IN EXCESS OF THE SUM OF FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER

DURING OR APPLICABLE TO THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE.

b)   The limitations set forth in Section 6.3(a)(i) and (iv) will not apply to liability arising under or as a result of (i) a party's indemnification obligations; (ii) infringement, misappropriation, or violation of either party's Intellectual Property Rights; or (iii) a party's gross negligence, willful misconduct or fraud.

6.4   GENERAL

a)   <u>Publicity</u>. Symphony may use Customer's name or logo or may refer to these Terms on its website, in marketing or promotional materials (collectively, the "***Promotional Materials***"); <u>provided</u> that such Promotional Materials shall not refer to any information that is Customer Confidential Information. Customer shall not use Symphony's logo or other marks on Customer's website, or in marketing or promotional materials without Symphony's prior written consent, which may be withheld in its sole discretion. Neither party may issue a press release that refers to the other party, these Terms, or the Symphony Services provided to Customer hereunder without the other party's prior written consent.

b)   <u>Assignment</u>. Customer may not assign or transfer these Terms in whole or in part to any entity without prior written consent from Symphony. Symphony may assign or transfer these Terms and any Service Order in whole or in part to any entity pursuant a sale, merger or other corporate reorganization, and shall promptly notify Customer in writing of any such assignment. In the event of a transfer or assignment of these Terms, the obligations and rights hereunder will be binding upon and inure to the benefit of the successors and assigns of the parties. Subject to the foregoing, these Terms will be binding on the parties and their respective successors and assigns.

c)   <u>Amendment; Waiver</u>. No amendment or modification to these Terms, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Failure or delay by either party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision.

d)   <u>Relationship</u>. Nothing contained herein will be construed as establishing any association, partnership, agency, employment or joint venture relationship between the parties hereto.

e)   <u>Unenforceability</u>. If a court of competent jurisdiction determines that any provision, covenant or condition of these Terms is deemed invalid or to any extent unenforceable, the balance of these Terms will remain in full force and effect and continue to be binding upon the parties.

f)   <u>Governing Law</u>. These Terms will be governed by the Laws of the State of New York, USA, applicable to contracts to be performed wholly within such state.

g)   <u>Dispute Resolution</u>. Any action, dispute, claim or controversy under any Law, now existing or hereafter arising under or in connection with, or in any way pertaining to, these Terms ("***Dispute***") will be resolved expeditiously, amicably, and at the appropriate level within each party's organization. These procedures will not supplant the routine handling of service through informal contact with designated personnel. Throughout the Dispute resolution process, each party will perform its obligations under these Terms.

(i)   <u>General</u>. The complaining party's representative will notify the other party's representative in writing of a Dispute, and the non-complaining party will exercise good faith efforts to expeditiously resolve the matter. If such matter remains unresolved ten (10) Business Days after notice delivery, appropriate representatives of each party will confer to resolve the Dispute. If they are unable to reach a resolution, it will be resolved by binding arbitration in accordance with the terms of this Section 6.4(g), except as otherwise set forth below. A party who fails or refuses to submit to arbitration following a lawful demand by the other party will bear all expenses incurred in compelling arbitration of any Dispute.

(ii)   <u>Governing Rules</u>. Arbitration proceedings will be administered by the American Arbitration Association ("***AAA***") and conducted in accordance with the AAA Commercial Arbitration Rules, or as otherwise agreed by the parties. If there is any inconsistency between these Terms and any such rules, these Terms will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose Law governs these Terms, or as selected by the administrator if no agreement can be reached ("***Arbitration Location***"). The parties hereby waive any claim of forum non conveniens. All Disputes submitted to arbitration will be exclusively governed by, resolved exclusively in accordance with the Federal Arbitration Act (Title 9 of the United States Code), to the exclusion of any state or municipal law of arbitration. All statutes of limitation applicable to any Dispute will

apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

(iii)   Tribunal. The arbitration tribunal (the "*Tribunal*") will consist of three (3) arbitrators. One arbitrator will be appointed by Symphony and one arbitrator will be appointed by Customer. The first two appointed arbitrators will nominate the third arbitrator within fourteen (14) calendar days of their appointment. If the first two appointed arbitrators fail to nominate a third arbitrator, then, upon request of any party to the arbitration, the third arbitrator will be appointed by AAA within seven (7) calendar days of receiving such request. The third arbitrator, however appointed, will serve as the chairman of the Tribunal.

(iv)   No Waiver; Provisional Remedies. The parties agree that pursuing arbitration of a Dispute will not limit a party's right to seek provisional or ancillary remedies, including an injunction, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute. Exercising any such remedy will not waive the right of any party to compel arbitration or reference hereunder.

(v)   Arbitrator Powers; Awards. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (A) will resolve all Disputes in accordance with the substantive Law that governs these Terms, excluding any applicable conflicts or choice of Law provisions; (B) may grant any remedy or relief that a court of the jurisdiction whose Law governs these Terms could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of these Terms); and (C) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the jurisdiction whose Law governs these Terms.

(vi)   Miscellaneous. To the maximum extent practicable, the arbitrators and the parties will take all action required to conclude any arbitration proceeding within one hundred and eighty (180) days of the filing of the Dispute. Existence, content or results thereof of any arbitration must be confidential, except for disclosures by a party required in its business, by Law or to the extent necessary to exercise judicial review rights as set forth herein. This arbitration provision will survive termination, amendment or expiration of these Terms or any relationship between the parties.

h)   Notices. All notices required under these Terms will be given in writing by personal delivery, certified mail, return receipt requested or email. Unless otherwise requested by Customer in writing, notices to Customer will be sent to the address and contact information provided by Customer when entering into the Service Order. Notices to Symphony will be delivered to the following address:

<div align="center">

Symphony Communication Services, LLC
Attn: General Counsel
1117 S. California Ave, Palo Alto CA 94304
With an Email copy to: legal@symphony.com

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i)   Entire Agreement. These Terms (including all Schedules and addenda hereto) and any Service Orders together comprise the entire agreement between Customer and Symphony with respect to the subject matter hereof supersedes all prior and contemporaneous proposals, statements, materials and agreements. Except as expressly set forth in these Terms, no information or advice, whether in written, electronic or oral form, given by Symphony will create any additional representations or warranties under these Terms. In the event of any conflict between the provisions of these Terms and any document or instrument provided by Symphony, the provisions of these Terms will govern.

i)   Force Majeure Event. Symphony will not incur any liability to Customer on account of any loss or damage resulting from any delay or failure to perform or provide all or any part of the Symphony Services to the extent such delay or failure is caused, in whole or in substantial part, by a Force Majeure Event.

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Schedule A: Definitions

"*Affiliate*" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with, such Person. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the Effective Date.

"*Applications*" means Symphony's proprietary or licensed software programs and associated materials and documentation thereto, if any, that are provided by Symphony for installation and operation on any portion of Customer Computer System in connection with Symphony Services, including any client or server software or mobile software applications. For purposes of these Terms, "Applications" do not include Third Party Software Applications.

"*Audit*" means any audit of Symphony Services, Symphony Facilities, and /or Symphony records related to the provision of Symphony Services to Customer; provided that a voluntary response by Symphony to written questionnaires provided by Customer will not constitute an Audit.

"*Authorized User*" means any (x) individual authorized by Customer or its Affiliates to use Symphony Services, including their respective officers, directors (or their equivalent) employees, agents, contractors and subcontractors and (y) application, device or program authorized by Customer or its Affiliates to use Symphony Services, in each case in compliance with the terms and conditions of these Terms.

"*BU*" means, with respect to any Customer, any operating unit, division, line of business or business unit of such Customer.

"*Computer System*" means any software, firmware, hardware, systems, devices, networks, or other computing environment, or any combination thereof.

"*Confidential Information*" means information or data supplied or made available in confidence by or on behalf of one party ("*Disclosing Party*") to the other party ("*Receiving Party*"), or to an officer, director (or its equivalent), employee, agent or contractor or subcontractor of any kind for the benefit of the Receiving Party, or acquired by the Receiving Party in its performance under these Terms. Confidential Information includes all information that is marked as confidential or that a reasonable person should consider confidential in the context of its disclosure or due to the nature of the information itself, and may include technical and non-technical information, Intellectual Property Rights, know-how, designs, techniques, plans, forecasts, projects, analyses, financial information and fee structures, or any other information relating to any research project, work in process, future development, marketing or business plans or financial or personnel matters relating to either party or its present or future products, sales, suppliers, customers, employees, investors, or Affiliates. For Customer, Confidential Information includes: (a) Customer Data, (b) Customer Materials, and (c) information regarding Customer Computer Systems, operations, facilities, products, services and markets.

"*Control*" means (a) the ownership, directly or indirectly, of twenty percent (20%) or more of the voting equity share capital of a specific Person or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" will have correlative meanings. Without limiting the generality of the foregoing, a Person will be deemed to Control any other Person of which it owns, directly or indirectly, a majority of the ownership or voting interests.

"*CPI*" means the U.S. Consumer Price Index for All Urban Consumers (CPI-U) published by the Bureau of Labor Statistics of the U.S. Department of Labor.

"*Customer Computer System*" means any of Customer's, its Affiliates', or any Authorized User's Computer Systems, whether owned, leased or rented, as applicable, or otherwise provided for the benefit, or under the control, of any of the foregoing.

"*Customer Data*" means all Message Data, File Data, Log Data, and Metadata, including any of the foregoing in tangible or intangible form, regardless of the form or method by which such information is created, stored, maintained or communicated.

"*Customer Material(s)*" means (a) any technology, information, ideas, designs, specifications, concepts, systems, techniques, works of authorship, inventions, or processes of any kind, and any associated Intellectual Property Rights, that are proprietary to or licensed by Customer or any Affiliate of Customer; (b) all changes, modifications, updates, or enhancements to any of the foregoing; and (c) all derivative works from any of the foregoing. Notwithstanding the foregoing, Customer Materials do not include Symphony Materials or Symphony Confidential Information.

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"***Documentation***" means all user manuals, reference guides, brochures, installation manuals, release notes, error message manuals, developer guides and administrator guides, or other written documentation pertaining to the installation, use, features or performance of the Symphony Services made available on the Symphony.Direct website and as applicable to Business Tier customers.

"***File Data***" means the content of any separate files (such as text, voice, video, or media files) that are posted or sent by Authorized Users through the Symphony Services.

"***Force Majeure Event***" means an act of God, war, terrorism, civil disturbance, court order (except for such court order as may prohibit such provision), natural disaster, telecommunications outage, internet outage, power outage, fire, and explosion.

"***Governmental Authority***" means any nation or government, any state or other political subdivision thereof, and any supra-national, governmental, federal, state, provincial, local governmental or municipal entity or authority and any SRO (including, in each case, any branch, department or official thereof).

"***Incident***" means (a) any unauthorized acquisition, access, use, or disclosure of Customer Data or Personal Information, or (b) any unauthorized destruction, theft, or alteration of Customer Data or Personal Information.

"***Intellectual Property Rights***" means any intellectual property rights or similar proprietary rights in any jurisdiction, whether registered or unregistered, including such rights in and to: (a) trademarks and pending trademark applications, trade dress, service marks, certification marks, logos, domain names, uniform resource locators, trade names and fictional business names, together with all translations, adaptations, derivations and combinations and like intellectual property rights, together with all goodwill associated with the foregoing, (b) issued patents and pending patent applications, and any and all divisions, continuations, continuations-in-part, reissues, renewals, provisionals, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights, inventions, invention disclosures, discoveries and improvements, whether or not patentable, (c) works of authorship, all copyrightable works (including software) and all copyrights including all applications, registrations and renewals thereof, and all rights corresponding thereto, (d) trade secrets, proprietary business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person, (e) mask works, and (f) moral rights.

"***Law***" means any and all (a) federal, territorial, state, local and foreign laws, treaties, conventions, directives, regulations and ordinances, (b) codes, standards, rules, requirements, directives, orders and criteria issued under any federal, territorial, state, local or foreign laws, ordinances or regulations, (c) rules of an SRO (including the rules of any national securities exchange or foreign equivalent) and (d) judgments, orders, writs, directives, authorizations, rulings, decisions, injunctions, decrees, assessments, settlement agreements, or awards of any Governmental Authority.

"***License***" means an individual account for an Authorized User provisioned within the Symphony Services (excluding disabled accounts that are still provisioned into the Symphony Services). In the event that an individual Authorized User account is removed (e.g., because the Authorized User is no longer employed by Customer or a particular application, device or program has been disabled by Customer), Customer may reassign that License to a new Authorized User.

"***Log Data***" means the content of internal log files generated by the Symphony Services for any activity conducted on or through the Symphony Services, such as receiving a request, making a request to another system, generating a response to a request, or making a modification to a data store.

"***Malicious Code***" means (a) any virus, worm, Trojan horse, time bomb or other malicious computer code intended to interrupt, corrupt or negatively affect the operation, integrity, control or security of computer programs, Computer Systems or data or (b) any computer code that: (i) would disable any Customer Computer System or impair its operation in any way based on the elapsing of a period of time, the exceeding of an authorized number of copies or scope of use, or the advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", "license keys" or "drop dead" devices) or (ii) would permit Symphony or another Person to obtain unauthorized access to Customer Computer Systems, operations or data (sometimes referred to as "traps", "access codes" or "trap door" devices).

"***Message Data***" means the content of messages or other communications (such as voice or video chat) posted or made by Authorized Users within or through the Symphony Services, including the content of any conversations posted or made by Authorized Users in chat rooms.

"*Metadata*" means information and data associated with Message Data and File Data that is generated by the Symphony Services in order to process, deliver, store, and/or retrieve the Message Data and File Data, such as message envelopes, routing info or time stamps.

"*Person*" means any individual, partnership, corporation, association, trust, limited liability company, joint venture, unincorporated organization or other entity.

"*Personal Information*" means any information (including include "personal data" as defined in EU Data Directive 95/46/EC) that can be used on its own or with other information to identify, contact, or locate, an individual natural person, including Profile Data.

"*Profile Data*" means information and data that is posted or uploaded into the Symphony Services by Customer or any Affiliate of Customer, or an Authorized User of Customer or any Affiliate of Customer, regarding an Authorized User, such as name, title, job description, location, email alias, email address, and any other information about or that can be used to identify a given Authorized User.

"*Service Order*" means each order for Symphony Services by Customer (or Customer Affiliate or BU, as applicable), whether the order is made through Symphony's website or by entering into a written service order signed by Customer and Symphony. For the purposes of determining the date of entry into a Service Order, a Customer enters a Service Order on the date of submission of the online order form or the date of mutual execution of the Service Order by Customer and Symphony, as the case may be.

"*SRO*" means a self-regulatory organization with the meaning of the U.S. Securities Exchange Act of 1934 and any equivalent foreign statute.

"*Symphony Facilities*" means the computing and communications hardware, software and related materials used by Symphony or any Symphony Personnel in providing Symphony Services and processing, storing, or maintaining Customer Data under the applicable Service Order, excluding any Third Party HSPs.

"*Symphony Material(s)*" means (a) the technology, documentation, information, ideas, designs, specifications, concepts, systems, techniques, works of authorship, inventions, or processes of any kind and any associated Intellectual Property Rights that are proprietary to or licensed by Symphony; (b) all changes, modifications, updates, or enhancements to any of the foregoing made by or for Symphony; and (c) all derivative works from any of the foregoing in subsections (a) or (b) made by Symphony. Notwithstanding the foregoing, Symphony Materials do not include Customer Materials or Customer Data.

"**Symphony Personnel**" means Symphony's and its Affiliates' respective officers, directors (or their equivalent) or employees.

"*Third Party HSP*" means a cloud-based service provider used to host certain Customer Data as part of Symphony Services.

"*Third Party Software Applications*" means third party software applications that are made available to Customer for download or licensing through a Symphony appstore or that are licensed or obtained by Customer directly from a third party.

Schedule B: Customer Obligations for Data Security

Symphony Services provide a secure platform for high-valued information exchange. For Symphony to remain secure, the Customer is responsible for protecting the infrastructure components under its control, and ensuring that effective security controls are in place. Symphony is not responsible for Incidents or damage that results from the failure of such Customer side controls. Customer security measures include protecting the following infrastructure:

- End-user computing devices used to run the Symphony software, including but not limited to personal computers, laptops, servers, and mobile devices.
- Customer controlled hardware security modules ("HSM") used to store Symphony encryption keys.
- Customer controlled hardware and software that run processes which connect to Symphony infrastructure; and
- Customer controlled networks and security control points such as proxy servers.

Customer is also responsible for:

- Not disabling or bypassing the end-to-end encryption functionality built in to the Symphony Client, including the use of an HSM for the generation of encryption keys;
- The security of authentication credentials used to access the Symphony Service, such as passwords and tokens;
- Protecting the Customer's private encryption keys;
- Managing user access and other administrative functions of the system that are controlled by the Customer;
- Mitigating any risks identified by Symphony related to Symphony Services and the protection of Customer Data
- Installing security patches or other software updates to the Symphony Services that are required by Symphony in a timely manner;
- Customer modifications made to the Symphony system which adversely affect security, including modifications to encryption and other security features; and
- Safeguarding against the destruction, loss, alteration, or unauthorized disclosure of or access to Confidential Information related to the Symphony Services, when it is not stored by Symphony.

Customers will use reasonable commercial efforts to set and adhere to a security policy that is materially equivalent to industry standards for information security.

Schedule C: Support Services

Symphony offers three tiers of Support Services (each tier, a "***Support Plan***") for the Symphony Services as outlined herein. Customer will automatically be enrolled in the Support Plan corresponding to Customer's Annual Spend (as defined in the table below) pursuant to all outstanding Service Orders for the Symphony Services. Customer may also upgrade to a higher Support Plan at any time by paying the Upgrade Fee set forth below pursuant to a separate Service Order.

Customer's initial Support Plan will be based on Customer's Annual Spend under the initial Service Order, and Customer will remain enrolled in such Support Plan for so long as Customer maintains the minimum Annual Spend for such Support Plan as set forth below. If, at any time, there is a change in Customer's Annual Spend that causes them to qualify for a different Support Plan, Customer's Support Plan will be adjusted accordingly.

Symphony Support Plans			
	Silver Support Plan	**Gold Support Plan**	**Platinum Support Plan**
Response and Support Times			
Severity 1 Initial Response Time	1 hour	30 mins	15 mins
Support Times	9:00 AM to 6:00 PM on Business Days*	12:00 AM to 11:59 PM on Business Days*	24 x 7 x 365
Support Access & Availability			
Number of Customer Authorized Contacts**	2	5	15
Support via Email	Yes	Yes	Yes
Support via Phone	No	Yes – English only	Yes – Multi-language
Support via Symphony Chat	No	No	Yes
Symphony Help Center	Yes	Yes	Yes
Symphony Resources Portal	Yes	Yes	Yes
Pricing			
Minimum Annual Spend***	Included with Business Tier	$10,000	$100,000
Upgrade Fee	--	$500/month	$1500/month (from Gold) $2000/month (from Silver)

*Support times and days refer to the local time zone of Customer's business address provided to Symphony (or other time zone specified in writing by Customer and agreed to by Symphony).
**As defined in <u>Section 2.6(b)</u>.
*** "***Annual Spend***" means the amount of fees for committed Licenses that are paid or payable by Customer and its Affiliates under all outstanding Service Orders during each one-year period of the Subscription Period. Annual Spend does not include fees paid or payable for non-recurring or other items such as set-up fees, overage fees, test POD environments, professional services, etc.

In the event Customer or its Affiliates utilize more than one Symphony production POD environment pursuant to the same Terms, Customer's Support Plan shall apply to all such production PODs.

Symphony Test Services and Test (UAT) POD environments are supported on a commercially reasonable efforts basis on Business Days (EST).

<u>**Accessing Symphony Support Services**</u>

Customer Authorized Contacts can access the Support Services and resources outlined above as follows:

Support via Email	support@symphony.com
Support via Phone	Support telephone numbers are available on the Symphony Resources Portal (https://symphony.direct) under "Support Contact Information."
Support via Symphony Chat	Support offered via the Symphony platform. Symphony will set up a chat room with Customer Authorized Contacts and Symphony's support personnel to discuss and resolve support issues.
Symphony Help Center	https://support.symphony.com
Symphony Resources Portal	https://symphony.direct

All Support Services and documentation will be provided in English unless otherwise specified in the table above.

Ticket Severity Classification

"*Ticket*" means the notice given by Customer Authorized Contacts to Symphony that the Symphony Services are not available or degraded.

Severity 1 (Critical): Critical issue (i) causes Symphony Services to be unavailable or cease operating or (ii) directly or indirectly deletes, impairs, damages or corrupts any Customer Data. *Classified by no viable workaround available.*

Severity 2 (Serious):   A Severity 2 issue: (i) causes a significant function of Symphony Services to be unavailable or impaired although it still operates; (ii) may cause damage to any Customer Computer System or Customer Data; or (iii) has a material adverse impact on Customer's or any Affiliate's use of Symphony Services. *May include general slowness that does not disrupt service, non-critical feature unavailability, serious loss of functionality, component continues to fail.*

Severity 3 (Degraded/Minimal): Performance issue that produces an unexpected result for Customer's or any of its Affiliates' business without any material adverse impact on the use of Symphony Services or Customer's or any of its Affiliates' business. *May include failure of a non-critical feature of Symphony Services (e.g. billing system).*

Severity 4 (Non-Service impact): Causes a minor function of Symphony Services to be impaired, but there is no likely adverse effect on Customer's or any of its Affiliates' business.

New Feature Requests: Any Customer, Customer Affiliate and/or Authorized User requests for features that are not then supported in, or part of, the Symphony Services (each, a "*New Feature Request*") shall only be communicated by Customer to Symphony through Customer's internal account representative and not through the Customer Authorized Contacts or the Symphony Ticket/customer support mechanism. Any Ticket or customer support call logged, submitted, or created by an Authorized User or Customer Authorized Contact which relates to a New Feature Request shall not be deemed a Ticket hereunder (for purposes of customer support, response times, or otherwise).

Response Times and Root Cause Analysis					
Severity Level	**Initial Response Time**			**Update Frequency**	**Target Recovery Time**	**Root Cause Analysis**
Severity 1	*Silver*	*Gold*	*Platinum*	Hourly	3 hours	48 hours
	1 hour	30 mins	15 mins			
Severity 2	1 hour			Every 2 hours	8 hours	5 Business Days
Severity 3	8 hours			Every 5 Business Days	20 Business Days	15 Business Days
Severity 4	24 hours			Every 10 Business Days	Within a reasonable time period	30 Business Days (if applicable)

Notwithstanding the foregoing, to the extent any outages arise (or Symphony Services become unavailable for any other reason), Symphony will use continuous efforts (on a 24x7 basis) to resolve Severity 1 classified issues and will provide regular updates to Customer concerning the resolution of such issue(s), each in accordance with time frames set forth in the table above.

Customer Responsibilities

Customer agrees to use commercially reasonable efforts to cooperate with Symphony for Ticket resolution and other support issues. This may include making logs and or resources available, as well as appropriate communication and acknowledgement

of receipt of any information, in a timely manner.

Operating System and Browser Support

Customer will be supported on a particular operating system for as long as the applicable operating system provider continues to support such operating system. Symphony will ensure browser backwards compatibility of 2 major versions to the current version.

Addendum No. 1 to Business Tier Terms and Conditions

This Addendum forms part of the Terms. Capitalized terms used in this Addendum and not otherwise defined herein will have the meaning set forth in the Terms.

Notice for Entities Regulated By The New York State Department of Financial Services ("**NYSDFS**")

The NYSDFS has asked that its regulated entities adopt certain steps when they use Symphony's communications platform. NYSDFS has also asked that regulated entities coordinate with it regarding these steps when implementing the Symphony Services. Your Symphony account manager can provide further information at your request if you determine that this is applicable to you.