SYMPHONY SERVICES AGREEMENT

1.   PURPOSE

This Symphony Services Agreement ("***Agreement***") is entered into between Symphony Communication Services, LLC ("***Symphony***") and the company or entity who has entered into one or more Service Orders ("***Customer***") as of the Effective Date. This Agreement governs the provision of the Symphony services (the "***Symphony Services***") described in any applicable Service Order to the Customer and the corresponding responsibilities of each party. Capitalized terms used in this Agreement and not otherwise defined in context will have the meanings set forth in Schedule A or the applicable Service Order.

2.   SYMPHONY RESPONSIBILITIES

2.1   PROVISION OF SYMPHONY SERVICES

a)   Service Orders; Precedence. Each Service Order is governed by this Agreement and constitutes an independent contractual obligation, not subject to terms and conditions of any other Service Order. Where a Service Order is executed by an Affiliate of Customer, such Affiliate will be (i) deemed "Customer" for purposes of this Agreement and (ii) bound by the terms and conditions of this Agreement, *provided* that in the event of such Affiliate's failure to comply with any of such terms and conditions (including failure to pay), (x) Customer shall be responsible for any such failure and (y) such failure shall constitute a breach of this Agreement. In the event of any conflict or inconsistency between the main body of this Agreement, 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) the main body of this Agreement.

b)   Provision of Symphony Services. Symphony will make the Symphony Services available to Customer and its Affiliates in accordance with this Agreement and the applicable Service Order. Subject to Customer's compliance with its obligations set forth herein and in any applicable Service Order, 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 and any requested Transition Period.

2.2   ACCESS TO AND USE OF SYMPHONY SERVICES

a)   Activation. Except as otherwise set forth in the applicable Service Order, Symphony is responsible for activating Customer's access to the Symphony Services. Symphony will make available to Customer the application programming interfaces ("***Symphony APIs***") necessary for such activation. Customer shall be responsible for integration of the Customer Computer System with the Symphony Services. Documentation and information relating to deployment and training is available to Customer at https://symphony.direct.

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 the 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 the Symphony Services to the extent such Malicious Code is introduced into the Symphony Services through Customer's Message Data or File Data.

c)   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. Notwithstanding the foregoing, if the Authorized User exceeding the Bandwidth Threshold is an application, device, or other program authorized by Customer to use the Symphony Services (e.g. a data firehose account or other service account), then additional fees and conditions will apply, which will be set forth in a separate agreement between the parties.

d)   Corporate Directory. Customer acknowledges and agrees that Symphony will include Customer's firm name and its Authorized Users' Profile Data in the directory of users of the Symphony Services, which information may be accessible by (x) the Authorized Users of Customer's Symphony POD; (y) to the extent XPOD Communication has been enabled by Customer, third-party users of the Symphony Services; and (z) Third Party Software Applications that have not been disabled by Customer. For the avoidance

of doubt, Customer shall have sole control over whether to enable its Authorized Users to engage in XPOD Communication, and Customer may disable access to Third Party Software Applications at any time.

e) <u>Usage Information</u>. Symphony may collect and analyze information relating to the performance of the Symphony Services and use of the Symphony Services. Symphony may analyze and use such information pertaining to Customer and its Authorized Users (i) in identified or de-aggregated form to provide the Symphony Services to Customer and its Authorized Users in accordance with this Agreement or (ii) in aggregated and/or de-identified form to operate and improve the Symphony Services and for other business purposes relating to the Symphony Services.

2.3   UPDATES TO SYMPHONY SERVICES

Symphony may modify, update, upgrade or enhance the Symphony Services from time to time to add new or improved features, to correct errors, or from time to time, remove functionality from the Symphony Services (each such modification, an "***Update***"). Customer acknowledges and agrees that certain reasonable Customer action may need to be performed as a result of an Update (e.g., updating browser to be compatible with the Symphony Services); in such event, Customer will take such action at its own cost and expense. Symphony will use commercially reasonable efforts to give Customer at least thirty (30) days' advance notice of any Update that will affect Authorized Users or necessitate Customer action.

2.4   DATA AND CONFIDENTIAL INFORMATION

a) <u>Data Practices</u>. Except as permitted in this Agreement or by Customer in writing, Symphony will not disclose, sell, assign, lease, disseminate, commercially exploit, or otherwise use or dispose of Customer Data.

b) <u>Data Retention</u>. During the term of this Agreement (and any applicable Transition Period), Symphony Services will retain Message Data (excluding RTC 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, following which such Message Data and File Data will be purged. Customer may request in writing a longer retention period, up to seven (7) years, to the extent required by Laws applicable to Customer or a Governmental Authority having legal or regulatory jurisdiction over Customer. Following the termination or expiration of this Agreement (and any applicable Transition Period), Symphony shall have no further retention obligations with respect to Message Data and File Data. Customer acknowledges and agrees that Symphony is not the regulatory retention or archiving custodian for Customer's records or Customer Data. 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 compliance with applicable Law regarding retention of Customer Data.

(i) <u>RTC Data</u>. Customer acknowledges that the Symphony Services do not record, store, or otherwise retain RTC Data, and therefore, Customer will not be able to access or retrieve RTC Data from the Symphony Services for its retention and/or archival purposes. Accordingly, Customer shall not use Symphony Meetings for communications that are required (by Law, internal retention policies, or otherwise) to be retained or archived. At such time, if any, that Symphony releases an Update that enables RTC Data to be recorded and stored, Symphony shall notify Customer via its standard release notification process, and this <u>Section 2.4(b)(i)</u> shall no longer apply as of the date of such Update.

c) <u>Reserved</u>.

d) <u>Confidentiality</u>.

(i) <u>Standards</u>. 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 its obligations and exercise its rights under this Agreement, provided that such recipients are bound by a written agreement that contains use and nondisclosure restrictions at least as protective of the Disclosing Party's Confidential Information as those set forth in this Agreement, and (b) only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement and in accordance with applicable data privacy Laws. As of the Effective Date, the terms of this <u>Section 2.4(d)</u> shall replace and supersede any non-disclosure obligations that the parties (or their Affiliates) may have to one another under the terms of any pre-existing non-disclosure or confidentiality agreement.

(ii) <u>Exclusions</u>. 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 this Agreement; (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

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or access to the Disclosing Party's Confidential Information. Customer acknowledges that if information that duplicates Customer's Confidential Information is received or processed by Symphony from another source (e.g., via XPOD Communication), Symphony will also have confidentiality obligations to that other source with respect to such Confidential Information.

(iii)   Disclosure of Confidential Information pursuant to Legal Process. Notwithstanding anything in this Agreement to the contrary, a receiving party may provide Confidential Information to a (x) third party pursuant to a valid legal process or (y) Governmental Authority that has jurisdiction over such receiving party, in each case if such Confidential Information is required to be disclosed by such valid legal process, or an order, subpoena, statute or regulation in a situation affording the receiving party no meaningful alternative, provided that the receiving party will promptly notify the disclosing party of the intended disclosure to the extent permitted by applicable Law.

e)   Personal Data.

(i)   Data Privacy. During the term of this Agreement, Symphony shall comply, and shall procure that any Third Party HSP comply, with all data privacy Laws governing the storage, processing and/or transfer of Personal Data provided by Customer and/or its Authorized Users in connection with the Symphony Services. If Customer is located within the EU or Customer has Authorized Users located within the EU, the data processing addendum located at https://symphony.com/resources/legal/Symphony_Data_Processing_Addendum.pdf (the "***Data Protection Addendum***"), which includes data processing clauses compliant with Article 28 of the GDPR and the EU Model Clauses, is hereby incorporated herein by reference, shall apply to the storage, processing, and/or transfer of Personal Data from the EU as of the Effective Date, and the parties agree to comply with such Data Protection Addendum. Furthermore, 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 Personal Data that is transferred from the EU to the United States for the Symphony Services.

(ii)   Symphony AUTC & Privacy Policy. As part of the Symphony Authorized User Terms and Conditions (the "***Symphony AUTC***"), available at https://symphony.com/resources/legal/symphony_customer_eula.pdf, Symphony requires each Authorized User to acknowledge Symphony's processing of his or her Personal Data in order to provide the Symphony Services. The Symphony AUTC will refer to Symphony's written privacy policy (the "***Symphony Privacy Policy***"), which will comply with applicable Law with respect to the privacy and security of Personal Data. Symphony may change the Symphony AUTC and/or the Symphony Privacy Policy from time to time, provided that Symphony will notify Customer of any material changes at least thirty (30) days prior to such change taking effect.

2.5   SECURITY

a)   Symphony will during the term of this Agreement maintain and comply with 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 overall security of the Symphony Services. Symphony will provide Customer access to a copy of the then-current Symphony Security Policy at Customer's request; *provided* that Customer acknowledges and agrees that the Symphony Security Policy is Confidential Information of Symphony and Symphony may restrict access to Customer authorized personnel at Symphony facilities in order to protect such confidentiality. Symphony will report to Customer any Incidents of which it becomes aware in compliance with applicable Law and the Symphony Security Policy.

b)   In the event Customer fails to implement and/or maintain the security measures set forth in Schedule B, Symphony will have no liability to Customer with respect to, and Customer shall be solely responsible for, any Incidents or other damages resulting from such failure.

2.6   AUDIT

a)   Annual Independent Security Audit. At least once annually, Symphony will retain a nationally recognized independent third-party security auditor to audit Symphony's compliance with industry standards and the Symphony Security Policy (the "***Annual Security Audit***"). Upon Customer's written request, Symphony will make available to Customer a copy of its then-current Annual Security Audit report. Customer acknowledges and agrees that the Annual Security Audit and related information are Confidential Information of Symphony.

b)   Regulatory Audit. Symphony acknowledges that Customer's receipt and use of the Symphony Services may be subject to regulation and/or Audit by Governmental Authorities having regulatory authority over Customer, its Affiliates, or any aspects of their respective operations (any such Audit, a "***Regulatory Audit***"). Symphony will cooperate with any Regulatory Audit requested by such Governmental Authority, whether conducted by the Governmental Authority or by Customer at the request or demand of the Governmental Authority. If allowed under applicable Law, Symphony will notify Customer as soon as reasonably practicable of any

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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 a Regulatory Audit conducted pursuant to this Section 2.6(b), and Customer shall also pay to Symphony $60,000 upfront and $15,000 for each additional day beyond the first two (2) days during the pendency of the Regulatory Audit as reimbursement for Symphony staff resourcing to accommodate such Regulatory Audit. Any Regulatory Audits must be conducted without undue delay, during Symphony's regular business hours, and in a manner that minimizes interference with Symphony's normal business activities. Customer shall be fully responsible for any violation of the confidentiality obligations set forth in Section 2.4(d) occurring in connection with a Regulatory Audit, whether due to Customer's or a Governmental Authority's actions.

2.7   SUPPORT

a)   Support Services. Symphony will provide Customer with 2nd level support services for setup and maintenance of the Symphony Services during the Subscription Period (and any requested Transition 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 2.7 and in accordance with Schedule C (each of such technical contacts, a "**Customer Authorized Contact**"). Customer Authorized Contacts will complete Symphony's training program as may be in effect from time to time. 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 (as may be in effect from time to time), by notification to Symphony in writing by letter or email, and such change will take effect upon Symphony's receipt.

2.8   PROFESSIONAL SERVICES

In the normal course of providing the Symphony Services, no professional services (i.e., consulting, software development, or other work for hire) are required or expected by Customer. If any such professional services are requested by Customer, such professional services may be provided to Customer subject to a separate Master Service Order between Symphony and Customer. Any such Master Service Order will address ownership of Intellectual Property Rights in and to any Work Product to be created by Symphony.

3.   CUSTOMER RESPONSIBILITIES

3.1   LICENSE GRANT AND USE

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

(i)   Customer will permit the Symphony Services to be used or accessed only by Authorized Users, prevent unauthorized access to or use of the Symphony Services and Applications, and notify Symphony promptly upon becoming aware of any such unauthorized access or use;

(ii)   All Authorized Users of Customer will be required to accept and comply with the Symphony AUTC in order to access and use Symphony Services, and Customer shall be responsible for any Authorized User's failure to comply with the Symphony AUTC;

(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;

(iv)   Customer will not use the Symphony Services to transmit any Customer Data or content that (w) infringes any third party's Intellectual Property Rights, (x) is 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 any Claims and Costs related to, the transmission of any such Customer Data or content;

(v)   Customer shall deploy the Symphony Services over an Internet connection and shall not, unless it has elected on-premise deployment services under a particular Service Order, 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 POD for vulnerability or penetration testing, for user acceptance testing or for development purposes. All such activities shall be confined to the Symphony Test POD (if and to the extent ordered by Customer pursuant to a Service Order), *provided* that Customer shall provide Symphony with prior

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written notice of any vulnerability or penetration testing within the Symphony Test Services and coordinate such vulnerability or penetration testing with Symphony.

3.2   FEES

a)   <u>Fees</u>. The price for Customer's first 10 Licenses for Symphony Services (the "***Baseline License Number***") will be $480 USD per License per year unless otherwise specified in the Service Order. The list price for each additional License in excess of the Baseline License Number will be $300 USD per year (the "***List Price***"). Unless otherwise stated herein or 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 via the online signup portal when submitting the initial Service Order.

b)   <u>Price Changes</u>. The fees set forth in a Service Order are fixed for the term of the Subscription Period (defined below); <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 anniversary of commencement of such Subscription Period 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 this Agreement), *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.

c)   <u>Additional Licenses</u>. Customer may provision Licenses in excess of the Baseline License Number at any time, provided that at the end of any calendar quarter during which Customer has exceeded the Baseline License Number:

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

(ii)   Symphony will determine the highest number of provisioned Licenses during the last 30 days of such quarter (the "***New Baseline Number***"). The "Baseline License Number" 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 (including any renewals thereof); and

(iii)   Symphony will charge Customer for any fees due for the remainder of the Subscription Period based on such New Baseline Number.

Customer may also enter into a new Service Order to purchase additional Licenses at any time in order to establish a New Baseline Number. Any amounts payable under this subsection will be automatically charged to the payment method provided by Customer.

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

e)   <u>Overdue Charges</u>. If any undisputed amounts invoiced for the Symphony Services are not received by Symphony by the applicable due date, and if such amounts remain unpaid more than thirty (30) days after notice to Customer, such amounts may accrue late interest at the rate of one percent (1%) of the outstanding undisputed 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 this Agreement 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 the Symphony Services, Symphony Confidential Information, and Symphony Materials, and all updates, derivatives and enhancements thereto, including all Intellectual Property Rights therein. Except for the express licenses granted in this Agreement, Symphony reserves all right, title and interest in and to the Symphony Services, Symphony Materials and Symphony 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, Customer Confidential Information, and Customer Materials, including all Intellectual Property Rights therein. Customer hereby grants to Symphony a non-exclusive, non-transferable, non-assignable and revocable license to use any Customer Data, Customer Confidential Information, and Customer Materials in accordance with this Agreement or as permitted by Customer in writing.

5.   TERM AND TERMINATION

a)   <u>Term</u>. This Agreement will be effective on the Effective Date and continue until the end of all applicable Subscription Periods (including any renewal thereof), unless earlier terminated in accordance with the terms hereof.

b)   <u>Subscription Period</u>. The subscription period for each Service Order will commence on its Start Date and, unless otherwise specified in the Service Order, will continue for a period of one (1) year from the Start Date (such period, 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 <u>Section 3.2(b)</u>.

c)   <u>Termination for Breach</u>. In addition to any rights of a party to terminate this Agreement as specifically provided herein, each party may terminate this Agreement upon written notice to the other party in the event the other party commits any material breach of this Agreement 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)   <u>Termination for Insolvency</u>. A party may terminate this Agreement (including 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). Notwithstanding the foregoing, if Customer becomes subject to a regulatory reorganization pursuant to which the relevant receiver, trustee or equivalent Person mandates that Customer continue to receive the Symphony Services, Symphony acknowledges that it will not terminate this Agreement or any then-existing Service Order under this paragraph (d) if and to the extent that Customer or its assignee in such reorganization is not otherwise in default (or does not otherwise at a later date default) under this Agreement or the relevant Service Order (including payment of fees thereunder).

e)   <u>Required Termination</u>. If a Governmental Authority issues a final order, judgment, or other binding determination holding that a business relationship with Customer or Symphony is prohibited, or all or part of this Agreement or all or part of the Symphony Services offered hereunder are objected to by such Governmental Authority, or are found to be in violation of any applicable Law (each, a "***Judgment***"), the affected party has the right to terminate those portions of this Agreement and/or Service Order, as the case may be, that are part of such Judgment by providing the other party with written notice of its intent to terminate effective as of the date specified in such notice.

f)   <u>Survival; Effect of Termination</u>. Upon termination or expiration of this Agreement, all rights and obligations of the parties hereunder and under all Service Orders will immediately terminate except that (i) <u>Sections 2.4(d)</u>, <u>2.6(b)</u>, <u>4</u>, <u>5(f)</u>, <u>5(g)</u>, <u>5(h)</u>, <u>6.1(b)</u>, <u>6.2</u>, <u>6.3</u> and <u>6.4</u> of this Agreement, and (ii) any liabilities arising under this Agreement and any Service Orders prior to such termination or expiration, in each case, will survive the termination or expiration of this Agreement for any reason whatsoever.

g)   <u>Return/Destruction</u>. Subject to each party's obligation to retain records in accordance with applicable Law or a party's bona fide internal retention policies, in the event this Agreement 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 (at the requested party's option) all tangible items or embodiments containing or consisting of Confidential Information of the other party, including all copies thereof. The requesting party may further request that the other party certify in writing that such destruction has occurred or that all such Confidential Information has been returned to the requesting party.

h)   <u>Transition Services</u>. Notwithstanding any dispute between the parties, upon Customer's written request prior to the termination or expiration of this Agreement, Symphony will provide to Customer transition assistance by continuing to provide the Symphony Services in accordance with this Agreement for up to ninety (90) days after the date of termination of this Agreement, (which date of termination, for the sake of clarity, is not the date a notice of termination is delivered, if applicable, but rather the date specified therein as the date on which this Agreement is to be terminated) (the applicable period, the "***Transition Period***"), subject to Customer's payment of applicable fees pursuant to the next sentence of this paragraph, for the purposes of enabling Customer to access and retrieve copies of all Customer Data maintained by Symphony. Customer will pay for access to and use of the Symphony Services during any Transition Period at the same rates as the rates applicable to Customer during the term of this Agreement, plus the increase in the CPI over the three hundred sixty-five (365) day period immediately preceding such termination or expiration, rounded up to the nearest 0.25%.

6.   LEGAL AND GENERAL

6.1   REPRESENTATIONS, WARRANTIES AND EXCLUSIONS

a)   <u>Symphony Representations, Warranties, and Covenants</u>. Symphony represents and warrants and (as applicable), for the term of this Agreement covenants, to Customer that: (i) Symphony possess full power and authority to enter into this Agreement

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and all Service Orders and to fulfill its obligations hereunder and thereunder; (ii) the execution, delivery, and performance of this Agreement and all Service Orders have been duly authorized by all requisite organizational action on its part; (iii) this Agreement and all Service Orders constitute the legal, valid, and binding obligation of Symphony enforceable against it in accordance with this Agreement; (iv) Symphony owns or has the right to license all right, title, and interest in and to the Symphony Services, Applications, and Symphony Materials for the purposes of this Agreement; (v) to its knowledge, the 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; and (vi) Symphony will comply with all applicable Laws in the provision of the Symphony Services.

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, Warranties, and Covenants. Customer represents and warrants and (as applicable), for the term of this Agreement covenants, to Symphony that (i) the execution, delivery, and performance of this Agreement and all Service Orders have been duly authorized by all requisite organizational action on its part; (ii) this Agreement and all Service Orders constitute the legal, valid, and binding obligation of Customer enforceable against it in accordance with this Agreement and such Service Order(s); (iii) Customer has obtained, and during the term of this Agreement will maintain, all applicable and necessary permits and licenses, and will comply with all applicable Laws, relating to provision, import, export, re-export, shipment, diversion, or transfer of Customer Materials and Customer Data, in the United States and in any other applicable jurisdiction as may be required by applicable Law; (iv) 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; and (v) Customer and each of its Affiliates (as the case may be) will comply with all applicable Laws in its use of the Symphony Services.

6.2   INDEMNIFICATION

a)   Indemnification by Symphony.

(i)   General. 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 (x) the alleged infringement, misappropriation, or other violation of Intellectual Property Rights of any Person by Symphony, Symphony Personnel, the Symphony Services, Applications, or Symphony Materials, or (y) Symphony's violation of applicable Law in connection with Symphony's provision of the Symphony Services.

(ii)   Actions in Response to Potential Infringement. If the use of the 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 the Symphony Services as set forth hereunder; (B) substitute a replacement for or modification of the Symphony Services or (C) if options (A) and (B) are not reasonably practicable, terminate this Agreement and any then existing Service Order and refund Customer any prepaid amounts for the applicable Symphony Services during the remaining Subscription Period.

(ii)   Limitation on Infringement Indemnification. Symphony will have no liability or obligation under Section 6.2(a)(i)(x) with respect to any Claim to the extent it is caused in whole or in substantial part by: (A) use of the Symphony Services by Customer that is not in accordance with this Agreement; (B) modification of the Symphony Services or the combination of the Symphony Services with products or services not owned by Symphony, unless Symphony has required Customer to use such product or service; or (C) Customer Data.

(iii)   THIS SECTION 6.2(a) 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)   Indemnification by Customer. 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 Section 2.2(b), and (ii) against any and all Claims and Costs arising from a third party claim alleging or resulting from Customer's or any of its Authorized User's use of the Symphony Services that (I) infringes any third party Intellectual Property Rights; (II) is libelous or tortious; or (III) violates any applicable Law.

c)   Process. To the extent a Customer Indemnified Party or a Symphony Indemnified Party (each, an "***Indemnified Party***") is entitled to indemnification pursuant to this Section 6.2, such Indemnified Party (or Customer on behalf of a Customer Indemnified Party or Symphony on behalf of a Symphony Indemnified Party, as applicable) will provide to Customer or Symphony (each, as and where applicable, an "***Indemnifying Party***"): (i) reasonably prompt written notice of any Claim; (ii) full authority and control over the defense or settlement of any such Claim; *provided* that (A) an Indemnifying Party may not settle such Claim, admit liability on the part of the Indemnified Party, or bind an Indemnified Party to any monetary or non-monetary obligation, without the Indemnified Party's prior written consent (which will not be unreasonably withheld) and (B) the Indemnified Party will have the right to participate in the defense of such Claim at its expense and through counsel of its choosing; and (iii) non-financial assistance at the Indemnifying Party's request to the extent reasonably necessary for the defense of any such Claim. A failure by an Indemnified Party to provide reasonably prompt written notice of the existence of any Claim will only affect an Indemnifying Party's obligations under this Section 6.2 to the extent such failure materially prejudices such Indemnifying Party's ability to reduce Costs or defend a Claim. In the event that an Indemnifying Party is in breach of its obligations to defend a Claim, the Indemnified Party may assume the defense of such Claim and the Indemnifying Party will be responsible for any Costs incurred by the Indemnified Party for such defense.

6.3   LIMITATION OF LIABILITY

a)   Limitations on Remedy. Except as set forth in Section 6.3(b), under no circumstances and under no legal theory, whether in tort, contract or otherwise, will either party be liable to the other for:

(i)   any indirect, special, incidental or consequential damages, except for damages under subclause (iv)(y) of this Section 6.3(a);

(ii)   punitive damages;

(iii)   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 this Agreement, any amount in excess of: (y) $1,000,000 for violations of Section 2.4(d), or (z) for all other claims, the sum of fees paid or payable by Customer hereunder during or applicable to the twelve-month period immediately preceding the date that the relevant Claim 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) a party's infringement, misappropriation, or violation of the other party's Intellectual Property Rights; or (iii) a party's gross negligence, willful misconduct, or fraud.

6.4   GENERAL

a)   Publicity. Symphony may use Customer's name or logo or may refer to this Agreement on its website, in marketing or promotional materials (collectively, the "***Promotional Materials***"); provided that such Promotional Materials shall not refer to any information that is Customer Confidential Information. Customer shall not use Symphony's logos or other marks without Symphony's prior written consent, which may be withheld in its sole discretion.

b)   Assignment. Customer may assign or transfer this Agreement and all Service Orders in whole or in part to any entity without prior written consent from Symphony, provided that such entity is capable of fulfilling Customer's financial obligations, agrees to be bound by this Agreement and all Service Orders, and is not subject to U.S. or international sanctions or is on the U.S. Department of Commerce Denied Persons List found at www.bis.doc.gov/index.php/the-denied-persons-list. Symphony may assign or transfer this Agreement and any Service Order in whole or in part to any Affiliate or other 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 this Agreement and any Service Orders, 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, this Agreement and any Service Orders will be binding on the parties and their respective successors and assigns.

c)   Amendment; Waiver. No amendment or modification to this Agreement, 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 this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

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

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

f) Governing Law. This Agreement and all Service Orders will be governed by the Laws of the State of New York, USA, applicable to contracts to be performed wholly within such state.

g) Dispute Resolution. 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, this Agreement and/or any Service Order(s) ("*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 this Agreement and any applicable Service Orders.

(i) General. 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.

(ii) Governing Rules. 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 this Agreement and any such rules, this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose Law governs this Agreement, 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. 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 this Agreement, 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 this Agreement 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 this Agreement); 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 this Agreement.

(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 this Agreement or any relationship between the parties.

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

Symphony Communication Services, LLC

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i)   <u>Entire Agreement</u>. This Agreement, together with all Addenda, Exhibits, and Schedules hereto, and any Service Orders together comprise the entire agreement between Customer and Symphony with respect to the subject matter hereof, and supersede all prior and contemporaneous proposals, statements, materials and agreements. Except as expressly set forth in this Agreement and any Service Order(s), no information or advice, whether in written, electronic or oral form, given by Symphony will create any additional representations or warranties under this Agreement.

i)   <u>Force Majeure Event</u>. 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. In the event that a Force Majeure Event prevents Symphony from performing or providing the Symphony Services, in whole or in any material part, for a period in excess of thirty (30) calendar days, Customer may terminate this Agreement by written notice to Symphony.

[Remainder of page intentionally left blank]

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 the Symphony Services, including any client or server software or mobile software applications. For purposes of this Agreement, "Applications" do not include Third Party Software Applications.

"*Audit*" means any audit of the Symphony Services, Symphony Facilities, and /or Symphony records related to the provision of the Symphony Services to Customer, including a Regulatory Audit; *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 the Symphony Services who is an officer, director (or equivalent) employee, agent, contractor or subcontractor of Customer or its Affiliates, and (y) application, device, or program authorized by Customer or its Affiliates to use the Symphony Services, in each case in compliance with the terms and conditions of this Agreement.

"*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 this Agreement. 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, including Personal Data, 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.

"*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.

"**EU Model Clauses**" means the set of standard contractual clauses for transfers of personal data, as defined under EU Data Directive 95/46/EC, from data controllers to data processors established outside the European Union/European Economic Area as, at a given time, currently then in effect pursuant to the then current decision of the European Commission.

"**Effective Date**" means the date on which Customer (or Customer's Affiliate, if applicable) submits and/or enters into an initial Service Order.

"**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.

"**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"**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 Data, or (b) any unauthorized destruction, theft, or alteration of Customer Data or Personal Data.

"**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. In the event that an individual Authorized User account is removed (e.g., because the Authorized User is no longer employed by Customer or the particular application, device, or program is 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 posted, transmitted, or made by Authorized Users within or through the Symphony Services, such as the content of any conversations posted or made by Authorized Users in chat rooms and RTC Data.

"*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 or to otherwise deliver the Symphony Services, 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 Data*" means any information (including "personal data" as defined in the GDPR) 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.

"*RTC Data*" means the content of Symphony Meetings sessions.

"*Service Order*" means an order for the Symphony Services which is either submitted by Customer (or Customer Affiliate, as applicable) via Symphony's online signup portal and confirmed via email, or a written order form signed by Customer and Symphony.

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

"*Start Date*" means (a) with respect to Customer's initial Service Order, the date on which Symphony provides Customer with credentials for its instance of the Symphony Services (or "POD"), and (b) with respect to any subsequent Service Orders, the start date specified in such Service Order.

"*Symphony Facilities*" means the computing and communications hardware, software and related materials used by Symphony or any Symphony Personnel in providing the 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 Meetings*" means the Symphony Services functionality that, if enabled by Customer, allows Authorized Users to engage in real-time audio, video, and screen-sharing sessions over the Symphony Services.

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

"*Symphony POD*" means Customer's dedicated cloud instance of the production version of the Symphony Services.

"*Symphony Test POD*" means Customer's dedicated cloud instance of the Symphony Test Services, if applicable.

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

"*Third Party Software Applications*" means third party software applications that interoperate with the Symphony Services and are (a) made available to Customer through Symphony's third-party application directory or (b) are licensed or obtained by Customer directly from a third party. Customer may disable Third Party Software Applications on its Symphony POD at any time.

"*XPOD Communication*" means communication between Authorized Users of Customer's Symphony POD and third-party

users of the Symphony Services.

Schedule B: Customer Data Security Practices

The 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 in whole or in part from the failure of such Customer-side controls.** Customer security measures include, as applicable, 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 the 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 Support Plan will be based on Customer's Annual Spend pursuant to its 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 for all customers	$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 Section 2.7(b).
*** "***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 agreement, Customer's Support Plan shall apply to all such production PODs.

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

Accessing Symphony Support Services

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 the 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 the 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 the 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 the Symphony Services or Customer's or any of its Affiliates' business. *May include failure of a non-critical feature of the Symphony Services (e.g. billing system).*

Severity 4 (Non-Service impact): Causes a minor function of the 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	5 Business Days
	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 the 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.

<u>Operating System and Browser Support</u>

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 Agreement

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

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.