

SEARCHSTAX, INC.
MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into as of **June 3, 2020** (the "Effective Date") between **SearchStax, Inc.**, a Delaware corporation, with a principal place of business at 1240 Rosecrans Ave, Suite 120, Manhattan Beach CA 90266 USA ("SearchStax"), and, **Markit On Demand Inc.**, a Delaware Corporation, with a principal place at 5775 Flatiron Parkway, Boulder CO 80301-5730 USA ("Customer").

This Agreement includes and incorporates the following:

- (i) The attached "Terms and Conditions":
- (ii) Terms and Conditions, Exhibit A - "SearchStax Cloud Plans, Tiers and Types";
- (iii) Terms and Conditions, Exhibit B – "SearchStax Service Level Agreement"
- (iv) One or More "Order Form" executed by their duly authorized representatives.

Any conflicting terms, in any purchase order, invoice or other document are specifically rejected and will be of no force or effect even if signed by the parties after the date hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

SearchStax, Inc.:

Sameer Maggon
By: _____
Name: Sameer Maggon
Title: VP, Product
Date: 6/30/2020

Customer:

DocuSigned by:
Catherine Allegra
By: _____
Name: Catherine Allegra
Title: SVP
Date: Jun-30-2020 | 14:43 PDT

TERMS AND CONDITIONS

1. Definitions.

- 1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the SearchStax or Customer entity signing this Agreement. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 "Customer Data" means all electronic data submitted by or on behalf of Customer to the Service.
- 1.3 "Customer Software" means a web-based, offline, mobile, or other software application functionality that is provided by Customer and interoperates with a Service.
- 1.4 "Documentation" means SearchStax's user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as may be updated by SearchStax from time to time including without limitation the materials available at <https://www.searchstax.com/docs/>.
- 1.5 "Free Trial Service" means any SearchStax service or functionality that may be made available by SearchStax to Customer to try at Customer's option, which is clearly designated as "beta," "trial," "non-GA," "pilot," "developer preview," "non-production," "free trial," "evaluation," "early access," or by a similar designation.
- 1.6 "Non-SearchStax Application" means a web-based, offline, mobile, or other software application functionality that is provided by a third party and interoperates with a Service.
- 1.7 "Order Form" means an ordering document that specifies the Service, Training Services, and/or Support Services, and/or Professional Services purchased by Customer under this Agreement that is entered into by Customer (or any Affiliate) and SearchStax (or any Affiliate). Order Forms shall be subject solely to and incorporate by reference the terms of this Agreement. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement.
- 1.8 "Professional Services" means implementation and configuration services provided by SearchStax in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.
- 1.9 "Service" means products and services purchased by Customer and provided by SearchStax, as specified on an Order Form and as described in the

Documentation. "Service" excludes Professional Services, Free Trial Service, Customer Software, and Non-SearchStax Applications.

- 1.10 "Statement of Work" means a document that describes certain Professional Services purchased by Customer under this Agreement. Each Statement of Work shall incorporate this Agreement by reference.

- 1.11 "Users" means individuals (including non-human devices, such as applications or services) who are authorized by Customer to use the Service, for whom a subscription to the Service has been procured. Users may include, for example, Customer's and Customer's Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

2. **The Services.** These Terms and Conditions sets forth the terms and conditions under which SearchStax agrees to provide Services to the Customer as further set forth in one of more numbered Order Forms (each, a "Order Form", or in other statements of services containing substantially similar information). The Agreement will remain in effect unless terminated as provided for herein.

- 2.1 **Free Trials.** If Customer registers for a Free Trial Service on SearchStax's website, SearchStax will make such Free Trial Service available to Customer on a trial basis, free of charge or paid, until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Free Trial Service(s), or (b) the start date of any Service subscription purchased by Customer for such Service(s). Notwithstanding anything to the contrary in this Agreement, during the free trial, the Free Trial Service is provided "as-is" without any representation or warranty.

- 2.2 **SearchStax's Obligations.** SearchStax shall make the Service available to Customer pursuant to this Agreement and all Order Forms during the Term, and grants to Customer and its Affiliates a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes. During the Term, the overall functionality of the Service will not materially decrease. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public

comments made by SearchStax with respect to future functionality or features.

- 2.3 Customer's Obligations. Customer is responsible for all activities conducted under its and its Users' logins on the Service. Customer shall use the Service in compliance with this Agreement, the applicable Order Forms, Documentation, and applicable law and shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users; (ii) send or store in the Service any personal health data, credit card data, personal financial data or other such sensitive data which may be, without limitation, subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards; (iii) send or store infringing or unlawful material in connection with the Service; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Service; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (vi) modify, copy or create derivative works based on the Service, or any portion thereof; (vii) access the Service for the purpose of building a competitive product or service or copying its features or user interface; or (viii) delete, alter, add to or fail to reproduce in and on the Service the name of SearchStax and any copyright or other notices appearing in or on the Service or which may be required by SearchStax at any time.

Any use of the Service in breach of this Agreement, Documentation or Order Forms, by Customer or Users that in SearchStax's reasonable judgment threatens the security, integrity or availability of the Service, may result in SearchStax's immediate suspension of the Service; however, when practical, SearchStax will provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

- 2.4 Restrictions. Customer will not: (a) make the Services available to, or use the Services for the benefit of, anyone other than Customer's and its Affiliates' own personnel, Customer's and its Affiliates' end users or End-Client as specified in associated Order Form; (b) sell, resell, license, sublicense, rent or lease the Services; (c) access the Services or use the Documentation to develop a competitive product or service; (d) use the Services

to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) use the Services to store or transmit Viruses; (f) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; or (g) attempt to gain unauthorized access to the Services or their related systems or network.

- 2.5 Ownership of Software. Other than the Customer Software, SearchStax will own and retain all right, title and interest in and to (a) the source code, object code or underlying structure, ideas, know-how and algorithms related to the Services and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed by SearchStax in connection with the Services, or support, and (c) all intellectual property rights related to any of the foregoing. Customer will not directly or indirectly: (i) permit any third party to access the Services, except as permitted herein or in an Order Form; (ii) create derivative works based on the Services; (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer the Services; or (v) access the Services in order to (1) build a competitive product or service, or (2) copy any features, functions or graphics of the Services.

- 2.6 SearchStax Personnel. SearchStax is solely responsible for providing all necessary personnel for the performance of the Services. SearchStax is solely responsible for selecting, hiring, firing, evaluating, managing, training, paying, maintaining records for, providing benefits to, and determining all other terms of engagement for individuals and entities assigned to perform the Services. Customer will exercise no control over anyone SearchStax assigns to perform the Services.

- 2.6.1 Non-Solicitation. During the term of this Agreement and for a period of one (1) year after the expiration or other termination of this Agreement, neither party will, directly or indirectly solicit for employment or engage any person employed or otherwise engaged by the other party to perform services. For purposes of this section, solicitations and advertisements directed to the general public will not be deemed solicitations hereunder.

3. Service Levels.

3.1 Service Levels; Time is of the Essence. For the term described in each applicable Order Form, SearchStax will provide the Services, force majeure event excepted, during the applicable Service Windows and in accordance with the applicable Service Level Standards, as described in Exhibit B attached hereto, time being of the essence.

and will at Customer's request promptly remove from the project any SearchStax personnel not following such rules and regulations.

4. Support; Maintenance; Additional Services.

4.1 Technical Support. SearchStax will provide the Technical Support described in Exhibit B. The Services Fees will be inclusive of the fees for the Technical Support.

4.2 Maintenance. SearchStax will provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to its Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit B and the Documentation; and (c) the Service Level Standards can be achieved. The Services Fees will be inclusive of the fees for maintenance.

4.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by Customer on a case-by-case basis, SearchStax will provide no less than seven (7) calendar day's prior notice to Customer via email of all non-emergency maintenance to be performed on the Services. For emergency maintenance, SearchStax will provide as much prior notice as commercially practicable to Customer and will provide a detailed description of all maintenance performed no greater than seven (7) calendar days following the implementation of the emergency maintenance.

4.3 Training Services. SearchStax will provide the Training Services, if any, described in applicable Order Form. The Services Fees will be inclusive of the fees for the Training Services.

4.4 Professional Services. Customer and SearchStax may enter into Statements of Work that describe the specific Professional Services to be performed by SearchStax. If applicable, while on Customer premises for Professional Services or Training Services, SearchStax personnel shall comply with Customer rules and regulations regarding safety, security, and conduct made known to SearchStax,

5. Change Procedure. Customer may, upon written notice, request changes to the scope of the Services under each applicable Order Form. If Customer requests an increase in the scope, Customer will notify SearchStax, and, after receiving the request, SearchStax will notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer will issue a change control order, which will be executed by the SearchStax. Customer will have the right to decrease the scope and the associated fees for an applicable Order Form will be reduced accordingly, provided, however, in no event will the scope and associated fees hereunder be lower than the Minimum Commitment.

6. Term and Termination; Renewals.

6.1 Term. This Agreement is legally binding as of the Effective Date and will continue for the term specified in all Order Forms have expired or until terminated as provided for herein. Unless this Agreement or an Order Form is terminated earlier in accordance with the terms set forth herein, the term of an Order Form (the "Term") will commence on the Start Date specified in the Order Form. Following the initial Term, an Order Form will renew upon the mutual, written agreement of the parties (each, a "Renewal Term").

6.2 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement or an Order Form for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the nonbreaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the nonbreaching party may terminate this Agreement or an Order Form for cause as of a date specified in such notice.

6.3 Termination. If termination is for any reason other than SearchStax's non-performance, then Service and Fee Structure survives such termination.

6.4 Payments upon Termination. Upon the termination of this Agreement or an Order Form, Customer will pay to SearchStax all undisputed amounts due and payable hereunder for the agreed Initial Term, if any, and SearchStax will pay to Customer all undisputed amounts due and payable hereunder, such as Service Credits, if any.

7. Transition Services. Provided that this Agreement or an Order Form has not been terminated by SearchStax due to Customer's failure to pay any undisputed amount due SearchStax, SearchStax will provide to Customer and/or to the service provider selected by Customer (such service provider will be known as the ("Successor Service Provider") assistance reasonably requested by Customer to affect the orderly transition of the Services, in whole or in part, to Customer or to Successor Service Provider (such assistance will be known as the "Transition Services") following the termination of this Agreement or an Order Form, in whole or in part. The Transition Services will be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from SearchStax to Customer or Successor Service Provider; (b) if required, transferring the Customer Data to Successor Service Provider; (c) using commercially reasonable efforts to assist Customer in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by SearchStax in connection with the Services; (d) using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by SearchStax in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement will apply to the Transition Services.

8. Fees; Billing. Customer will pay SearchStax the then applicable fees described in the Order Form for the Services, On-boarding Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer will be billed for such usage and Customer agrees to pay as SearchStax exclusive remedy for such excess use the additional fees in the manner provided herein. SearchStax reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Order Term (as specified in specific Order Form) or then-current renewal term, upon ninety (90) days prior notice to Customer (which may be sent by email). If Customer believes that SearchStax has billed Customer incorrectly, Customer must contact SearchStax in order to receive an adjustment or credit. Inquiries should be directed to SearchStax's customer support department (support@searchstax.com).

8.1 Billing Procedures. SearchStax will bill through an invoice, in which case, full payment for undisputed invoices issued in any given month must be received

by SearchStax thirty (30) days after the mailing date of the invoice. Invoices must contain a valid purchase order reference. SearchStax acknowledges that failure to include such a reference will result in non-payment of invoice by Customer. In the event Customer questions any SearchStax invoices, the parties will attempt to resolve such questions at the operating level. If a resolution does not occur within thirty (30) days after Customer objects to the invoice, either party has the right to escalate the matter as described in Section 16.13 below. Customer will be responsible for all sales, use, VAT and similar taxes associated with provision of the Services (specifically excluding any taxes based on SearchStax's net income).

9. Representations and Warranties.

9.1 Mutual. Each of Customer and SearchStax represent and warrant that:

- 9.1.1 it is a business duly incorporated, validly existing, and in good standing under the laws of its state or place of incorporation;
- 9.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 9.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 9.1.4 it will comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and will obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement

9.2 By SearchStax. SearchStax represents and warrants that:

- 9.2.1 it is in the business of providing the Services;
- 9.2.2 it has the necessary rights in the Services and underlying Software to grant the use of the Services to Customer;
- 9.2.3 the Services (including the Software) and any other work performed by SearchStax hereunder will not infringe upon any intellectual property right of any

third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would leave it unable to meet its obligations under this Agreement;

9.2.4 it will use commercially reasonable efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Customer's computing and network environment by the Services;

9.2.5 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Order Form and the Documentation.

9.3 By Customer. Customer represents and warrants that:

9.3.1 Customer Software and any other work performed by Customer using the Services will not infringe upon any United States patent or copyright, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would leave it unable to meet its obligations under this Agreement.

9.3.2 it will use commercially reasonable efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into SearchStax's computing and network environment by Customer's use of the Services.

10. Customer Data.

10.1 Ownership. Customer Data, which will also be known and treated by SearchStax as Confidential Information will include: (a) Customer's and its Users data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Customer Data is and will remain the sole and exclusive property of Customer and all right, title, and interest in the same is reserved by Customer. This Section will survive the termination of this Agreement.

10.2 SearchStax Use of Customer Data. Customer hereby grants SearchStax a limited license to use Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the Services. SearchStax will: (a) keep and maintain Customer Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Order Form, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for SearchStax's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent. This Section will survive the termination of this Agreement.

10.3 Other Terms. Notwithstanding the foregoing or anything to the contrary herein, SearchStax will have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and SearchStax will be free (during and after the term hereof) to (a) use such information and data to improve and enhance the Services and other offerings of SearchStax, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business.

11. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section will survive the termination of this Agreement.

11.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" will mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked

“confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party upon its disclosure. The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, Customer Data will be deemed to be Confidential Information.

11.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

11.3 Cooperation to Prevent Disclosure of Confidential Information. Each party will use its commercially reasonable best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party will advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing

undertakings (without the necessity to post a bond), in addition to any other legal remedies which may be available, to include, in the case of Customer, at the sole election of Customer, the immediate termination, without liability to Customer, of this Agreement or any Order Form corresponding to the breach or threatened breach.

11.5 Surrender of Confidential Information upon Termination. Upon termination of this Agreement or an Order Form, in whole or in part, each party will, within ten (10) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control. Should SearchStax or Customer determine that the return of any non-Customer Data Confidential Information is not feasible, such party will destroy the non-Customer Data Confidential Information and will certify the same in writing within ten (10) calendar days from the date of termination to the other party. Notwithstanding the foregoing, nothing herein shall require a party to surrender or destroy Confidential Information contained in computer backups or maintained pursuant to regulatory obligation or document retention policy. Any such retained Confidential Information shall remain subject to the terms of this Agreement.

12. Data Privacy and Information Security.

12.1 Undertaking by SearchStax. Without limiting SearchStax’s obligation of confidentiality as further described herein, SearchStax will be responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Customer Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data; (c) protect against unauthorized disclosure, access to, or use of the Customer Data; (d) ensure the proper disposal of Customer Data; and, (e) ensure that all employees, agents, and subcontractors of SearchStax, if any, comply with all of the foregoing.

12.2 Protection of Customer Personal Data. To the extent SearchStax processes any Customer Personal Data (as defined in the DPA located at https://www.searchstax.com/downloads/Searchstax_Data_Processor_Agreement.pdf) contained in

Customer Data on behalf of Customer, the terms of the Data Processing Addendum (the "DPA"), which are incorporated herein by reference, will apply and the parties agree to comply with such terms provided.

12.3 Privacy Policy. SearchStax will process personal information in accordance with its privacy policy available at <https://www.searchstax.com/privacy/> when processing personal information (the "Privacy Policy").

13. Proprietary Rights.

13.1 SearchStax Software. Except solely with respect to open source software SearchStax makes available ("Open Source Software"), including language specific codes that enable easy interactions with SearchStax Software (the "Client Libraries"), SearchStax grants Customer a limited non-exclusive, non-transferable, non-sublicensable license to use SearchStax Software solely in connection with the subscribed Services in accordance with the Agreement. Open Source Software, including Client Libraries, and Customer's use of such Open Source Software is subject to and governed by the applicable license accompanying, linked to or embedded in such Open Source Software (each an "Open Source License") and SearchStax grants Customer a license to use the Open Source Software to the full extent permitted by the applicable Open Source License.

13.2 Pre-existing Materials. The Services, SearchStax Software and the Documentation are the proprietary information of SearchStax. Customer acknowledges that, in the course of performing the Services, SearchStax may use software and related processes, instructions, methods, and techniques that have been previously developed by SearchStax (collectively, the "Pre-existing Materials," which will include the Services) and that the same will remain the sole and exclusive property of SearchStax. Subject to the limited rights expressly granted in the Agreement, SearchStax and SearchStax's licensors reserve all right, title, and interest in and to the Services, SearchStax Software and the Documentation, including all related intellectual property rights. No rights are granted to Customer except as expressly set forth in the Agreement. No rights are granted to SearchStax except as expressly set forth in the Agreement.

13.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with

respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement will be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

13.4 Feedback. SearchStax shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service ("Feedback"). SearchStax shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

13.5 The provisions of this Section will survive the termination of this Agreement.

14. Indemnification; Limitation of Liability; Insurance.

14.1 General Indemnification. SearchStax agrees to indemnify, and defend Customer ("Customer Indemnitee") from and against any claim, suit, action, or proceeding (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, but only to the extent caused by the work of SearchStax, during the performance of this Agreement, including, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of SearchStax; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; or, (d) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity will not apply to the extent that the applicable Claim resulted from the acts or omissions, negligence or misconduct of a Customer Indemnitee.

14.2 Proprietary Rights Indemnification. SearchStax agrees to indemnify, and defend Customer Indemnitee from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be incurred by, Customer Indemnitee, but only to the extent caused by, arising out of, or relating to the work of

SearchStax by reason of any Claim arising out of or relating to the Services infringing or misappropriating any patent, copyright, trade secret, trademark, or any other proprietary right. In the event that SearchStax is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then SearchStax will, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by Customer; or, (c) in the event that SearchStax is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, SearchStax will reimburse to Customer any prepaid fees and the full cost associated with any Transition Services.

14.3 Customer Indemnification. Customer agrees to indemnify, and defend SearchStax (SearchStax Indemnitee ") from and against any and all third party Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, arising out of, or relating to: (a) any Customer Data, Customer applications, or Customer content infringing or misappropriating any intellectual proprietary right of a third party, or violating applicable law or (b) Customer's use of the Services in violation of this Agreement or applicable law, (c) Customer content or applications, or (d) Customer's trademarks.

14.4 Indemnification Procedures. Promptly after receipt by the indemnifying party of a filing of any Claim against an Indemnitee, the indemnifying party will give notice thereof to such Indemnitee, provided that failure to give or delay in giving such notice will not relieve the indemnifying party of any liability it may have to such Indemnitee except to the extent that the indemnifying party demonstrates that the defense of the Claim is prejudiced thereby. The indemnifying party will have sole control of the defense and of all negotiations for settlement of a Claim and an Indemnitee will not independently defend or respond to a Claim; provided, however, that: (a) an Indemnitee may defend or respond to a Claim, at the indemnifying party's expense, if such Indemnitee's counsel determines, in its reasonable discretion, that such defense or

response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) an Indemnitee will have the right, at its sole cost and expense, to participate in the indemnifying party's defense of a Claim. At the indemnifying party's request, an Indemnitee will reasonably cooperate with the indemnifying party in defending against or settling a Claim; provided, however, that the indemnifying party will reimburse an Indemnitee for all reasonable out-of-pocket costs incurred by such Indemnitee) in providing such cooperation

14.5 In no event shall SearchStax, its employees, agents and subcontractors be liable to Customer to the extent any infringement of any third party proprietary right to the extent that the alleged infringement is based on (a) modification of the Services not authorized by SearchStax, (b) use of the Service in combination with any Customer content, data, or application, (c) use of the Services by Customer in a manner contrary to SearchStax instructions, or (d) use of the Services by the Customer after notice to the Customer of any alleged or actual infringement from SearchStax or any third party.

14.6 Third-Party Beneficiaries. This Agreement is for the sole benefit of the signatories hereto and their permitted successors and assigns. Nothing, express or implied, in this Agreement is intended to create or be construed to create any rights of enforcement in any persons or entities who are not signatories to this Agreement.

14.7 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY WILL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY WILL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT WILL

NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE CORRESPONDING SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION WILL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section will survive the termination of this Agreement.

14.8 Except as expressly and specifically provide in this Agreement, the Customer assumes sole responsibility for the results obtained from the use of the Services and for any conclusions drawn therefrom by the Customer.

14.9 SearchStax makes no warranty or representation that the Services comply with any laws, regulations, or mandatory codes applied or enforced by any national or regional medical or healthcare regulatory body ("Healthcare Laws"). Customer assumes sole responsibility for compliance with such Healthcare Laws.

14.10 Exclusive Remedy. This Section 14 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

15. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9 OR ELSEWHERE HEREIN, THE SERVICES ARE PROVIDED BY SEARCHSTAX "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SEARCHSTAX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE. SEARCHSTAX DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SEARCHSTAX DOES NOT WARRANT OR MAKE

ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SEARCHSTAX OR ITS AGENTS WILL CREATE ANY WARRANTY.

16. General.

16.1 Relationship between Customer and SearchStax.

Each party represents and warrants that it is an independent contractor with no authority to contract or in any way to bind or to commit the other party to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other party. Under no circumstances will either party, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of the other party. In recognition of each party's status as an independent contractor, neither party will carry Workers' Compensation insurance or any health or accident insurance to cover the other party's agents or staff, if any. Neither party will pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither party nor its staff, if any, will be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of the other party.

16.2 Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). Any claim or cause of action arising under this Agreement must be brought only in the federal and state courts located in Delaware, and by execution of this Agreement each party hereto submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum.

16.3 Compliance with Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable.

SearchStax will comply with Customer policies and procedures as agreed by the parties in a signed writing.

16.4 Export Compliance. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.

16.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action will not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. SearchStax will reasonably cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor SearchStax. SearchStax agrees to reasonably cooperate with such suppliers, and will not intentionally commit or permit any act which may interfere with the performance of services by any such supplier.

16.6 Force Majeure; Excused Performance. Neither party will be liable for delays or any failure to perform the Services or this Agreement due to an event beyond the reasonable control of such party which will include but is not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party (a "Force Majeure Event"). Any such excuse for delay will last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party will use its best efforts to minimize the delays caused by any such event beyond its reasonable control.

16.7 Advertising and Publicity. SearchStax may not refer to Customer directly or indirectly in any advertisement, news release, or publication without Customer's prior written consent.

16.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect that party's right to enforce such provisions, nor will the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

16.9 Notices. Any notice given pursuant to this Agreement will be in writing and will be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing on Page 1 of this Agreement, or as changed through written notice to the other party, and sent to the attention of the party's Legal Department. Notice given by personal service will be deemed effective on the date it is delivered to the addressee, and notice mailed will be deemed effective on the third day following its placement in the mail addressed to the addressee.

16.10 Assignment of Agreement. Neither party may assign any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which consent may be granted or withheld in the non-assigning party's sole discretion. This Agreement will ensure to the benefit of and be binding upon the parties and their respective successors (including any successor by reason of amalgamation of any party) and permitted assigns.

16.11 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement. The parties agree that a facsimile or digital signature may substitute for and have the same legal effect as the original signature.

16.12 Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and SearchStax as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement will be construed without regard to the party that drafted it. Any ambiguity will not be interpreted against either party and will, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

16.13 Disputes. The parties agree to handle any disputes between the parties in connection with this Agreement as follows:

16.13.1 Operating Level Resolution. The parties will have a period of ten (10) days to attempt to resolve the dispute at the operating level.

16.13.2 Escalation to Vice President. If the dispute is not resolved pursuant to Section 16.13.1 hereof, either party may escalate the dispute by providing written notice and explanation to a Vice President of each party, who will have a ten (10) day period to attempt to resolve the dispute.

16.13.3 Escalation to Senior Executives. If the dispute is not resolved pursuant to Section 16.13.2 hereof, either party may escalate the dispute by providing written notice and explanation to a senior executive of SearchStax and a senior executive of Customer who will have a ten (10) day period to attempt to resolve the dispute.

16.13.4 Other Remedies. If the dispute is not resolved pursuant to Section 16.3.3 hereof, each party will be free to proceed to exercise such contractual, legal and equitable rights and remedies it may possess with respect to such dispute.

EXHIBIT A

SearchStax Cloud Plans, Tiers and Types

SearchStax Cloud offers a wide selection of Deployment Plans, Types and Tiers to suite variety of data sizes, workloads, and stages of development. SearchStax offers both single-node deployments and multi-node cluster deployments, along with various resource and storage options.

Deployment Plans

SearchStax currently only offers dedicated plans.

Dedicated – SearchStax Dedicated plans offer ability to run Apache Solr on dedicated VMs. With these plans, all resources available to the VM (CPU, RAM, Disk, IO) are exclusively yours. These plans also include full administrative access to the deployment running Apache Solr.

Dedicated plans are good for:

- Full Control
- Large Datasets
- Heavier workloads
- Environments where consistent performance and isolation of a dedicated VM or cluster is required.

Deployment Type

SearchStax Deployment Plan can be of two types:

Basic – SearchStax Basic Deployment Type is offered on Dedicated Deployment Plan and offers single-node deployments. These do not include redundancy. If the node becomes unavailable, your application will not be able to use Apache Solr until the node becomes available again. In addition, maintenance on Basic deployments require downtime.

As such, Basic plans are typically suitable for use only as development, utility, or non-critical applications where downtime is not desired.

High-Availability – SearchStax High-Availability (aka. HA) Deployment Type is multi-node cluster deployments with 2 or more nodes. High-Availability Deployment Types are designed for applications that have little tolerance for downtime and offer:

- Multiple redundant nodes
- Automatic failover should any one of the nodes becomes unavailable or unreachable
- High availability for your application

Plan Tiers

SearchStax offers various tiers of plans that vary in advanced capability and support. Different customers and applications have varying degree of need around availability, reliability, scalability and security. These plan tiers are designed to keep those in mind, thus providing options for our customers to choose the right one for their need.

	Silver (Previously called Standard)	Gold	Platinum	Platinum Plus
Features				
SearchStax Cloud Manager	Yes	Yes	Yes	Yes
SearchStax Pulse (Monitoring)	Yes	Yes	Yes	Yes
SearchStax Analytics - Basic	Yes	Yes	Yes	Yes
Ability to upload custom JARs	No	Yes	Yes	Yes
Availability Reporting	No	Yes	Yes	Yes
Audit Logging	No	No	Yes	Yes
DR Deployment	No	No	No	Yes
Data Retention				
Monitoring Data Retention Period	1 day	30 days	30 days	30 days
Analytics Data Retention Period	7 days	30 days	30 days	30 days
Support				
Support Channel	Email Only	Email and Web	Email and Web	Email, Web and Phone
Uptime SLA (Monthly)	N/A	99.5%	99.9%	99.95%
Number of Incidents	Unlimited	Unlimited	Unlimited	Unlimited
Incident Response Time	N/A	< 4 hours for Sev. 1	< 1 hour for Sev. 1	< 1 hour for Sev. 1
Support Coverage	Americas Monday-Friday 9am-5pm PST	Americas Monday-Friday 8am ET – 8pm ET	24x7x365	24x7x365
Account Manager	N/A	N/A	Yes	Yes

SearchStax Cloud Private

Only Available for Dedicated Plans with Premium Plus Plan Tier

A SearchStax Cloud Private is a dedicated, software defined network into which you can provision multiple SearchStax-hosted Apache Solr deployments. Using SearchStax Cloud Private allows you to limit communication between your application and your search engine to private networks.

When you provision a SearchStax Cloud Private with SearchStax on AWS or Azure, we provision a VPC or VPN dedicated to your deployment(s) in SearchStax's AWS account(s). You can then have any number of SearchStax-hosted Apache Solr deployments inside of that Private Environment.

Once the a SearchStax Cloud Private Environment has been provisioned, you can peer the VPC/VPN backing it to the AWS or Azure VPC/VPN that houses your application infrastructure. This peering operation will create a single, extended, private network consisting of both your application infrastructure and your search deployments.

EXHIBIT B**SearchStax's Service Level Agreement****Service Levels.****a) Availability Service Level.****1) Definitions.**

- "**Service Availability Percentage**" means $((\text{Maximum Available Time} - (\text{Downtime} - \text{Allowable Downtime})) / \text{Maximum Available Time}) * 100$.
- "**Maximum Available Time**" means hours in each calendar month less Allowable Downtime for such calendar month or, for each calendar month, $((\text{number of days} * 24 \text{ hours}) - \text{Allowable Downtime})$.
- "**Scheduled Downtime**" means, with respect to the Service, actual downtime in hours that takes place during the Schedule Maintenance Windows or Emergency Maintenances with prior notice as set forth below and does not exceed 120 minutes per calendar month in total ("**Maximum Downtime**"). Any downtime exceeding Maximum Downtime or occurring outside the Scheduled Maintenance Window (as defined below) will not be considered Scheduled Downtime and will be included as downtime in the Service Level availability calculations. With respect to Scheduled Downtime (which, for the avoidance of doubt, only relates to SearchStax Service availability), SearchStax will use commercially reasonable efforts to notify Customer by email no less than five business days before any Scheduled Downtime event. SearchStax will use commercially reasonable efforts to notify Customer via email prior to and after the Scheduled Downtime is performed, or if Scheduled Downtime is postponed or cancelled.
- "**Downtime**" is calculated per SearchStax Solr deployment on a monthly basis and is the total number of minutes during the month that the entire SearchStax Solr deployment was unavailable. A minute is considered unavailable if all of your continuous attempts to establish a connection to the Apache Solr Service within the minute fail. Downtime does not include partial minutes of unavailability or Scheduled Downtime for maintenance and upgrades.
- "**Allowable Downtime**" means the sum of (a) Scheduled Downtime and (b) hours of Excluded Downtime applicable to the Service for the applicable calendar month.
- "**Excluded Downtime**" means any downtime caused by factors outside of SearchStax's reasonable control including any force majeure event, internet services availability outside of SearchStax's platform, any downtime resulting from outages of third party connections or utilities, cloud providers (AWS, Azure, GCP) and actions or inactions of the Customer. Downtime caused by unavailability of a Cloud Provider's data center or a particular region is treated as "Excluded Downtime" unless appropriate Disaster Recovery option is purchased for that particular SearchStax Solr deployment.

2) Service Level Standard.

- (i) In accordance with the terms of the Agreement, SearchStax agrees to comply with the minimum expected performance standards set forth in this service level agreement. SearchStax will meet the below service performance standards when providing services to Customer or other entity as designate under the Agreement.

Service Level Measures	Silver	Gold	Platinum	Platinum Plus
Service Availability Percentage	N/A	99.5%	99.9%	99.95%

Technical Support Description. SearchStax will provide to Customer email support ("Technical Support") based on the following coverage:

Description	Silver	Gold	Platinum and Platinum Plus
Support Coverage	Americas Monday-Friday 9:00am – 5:00pm PST	Americas Monday-Friday 8:00am ET – 8:00pm EST Europe Monday-Friday 8:00am CET – 6:00pm CET Australia and Asia Pacific Monday-Friday 8:00am AEST – 6:00pm AEST	24x7x365

Technical Support will include any research and resolution activity performed by SearchStax.

- a) Request for Technical Support. Users will make Technical Support requests by submitting a request via SearchStax's customer service web portal. The Technical Support staff will assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) Problem Classification. The following Problem Classification Table definitions are used for classifying performance or availability issues. Severity 1 and Severity 2 Severity Level classification is only available for deployments with Gold, Platinum and Platinum Plus Support tier.

Severity Level	Criteria
Severity 1 (Very High)	Deployment is unavailable. Deployment endpoint (url) is not able to perform any requests.
Severity 2 (High)	Deployment is degraded; Significant number of requests to the deployment are failing (5xx errors).
Severity 3 (Normal)	Deployment is available and some requests are failing; You have questions related to technical support, product, service, deployment, billing, etc.
Severity 4 (Low)	Additional development or enhancement services which are not critical in nature.

- c) Response Expectation Table. The following Response Expectation Table specifies the required response for problems based upon the Severity Level assigned by Customer. The table specifies the maximum amount of time permitted to complete each of the following steps.

Severity Level	Gold Response Time	Platinum Response Time	Resolution Time
Severity 1 (Very High)	<= 4 hours	<= 1 hour	ASAP
Severity 2 (High)	8 hours	<= 4 hours	ASAP
Severity 3 (Normal)	24 hours	24 hours	ASAP
Severity 4 (Low)	72 hours	72 hours	As agreed to on a case by case basis*

* The parties will jointly agree that some Severity Level 4 problems lack commercial justification on which to expend resources and, therefore, may never be resolved

- d) Escalation Process. All problems with a Severity Level of 1 or 2 will be escalated if a solution or plan of resolution cannot be achieved within the designated amount of time as described above. SearchStax management will be made aware of issues according to the following timeframes. As succeeding levels of SearchStax management become involved in the resolution process, Customer will provide contacts at proper levels within its organization to consult in resolving the problem. Upon execution of the Order Form, SearchStax will designate its support contacts and provide Customer with the name, and phone number of its support contacts for each support level. Escalations will occur in accordance with the following schedule:

Severity Level 1 and 2 Problem Escalation.

Hours 0 to 4: SearchStax's management and engineering personnel are notified and actively working the event.

Hour 5: SearchStax's Director(s) are notified and involved in the problem resolution.

Hour 24: SearchStax's Vice-Presidents are notified and involved in the problem resolution.

Hour 48: SearchStax's executive management team including the CEO are notified and involved in the problem resolution.

Severity Level 3 Problem Escalation.

Hours 0 to 72: SearchStax will work to resolve the problem and will attempt to provide a solution within 72 hours after problem identification. If problem identification has not occurred within the timeline outlined in the response expectation table, the problem will be assigned Severity Level 1 and SearchStax will follow the escalation procedures for Severity Level 1 problems. After 4 business days (provided that the problem is not due to the fault of Customer), if SearchStax has not established a plan to correct the problem within a 10-day period, SearchStax will escalate the problem in accordance with the Severity Level 1 escalation procedures described above.

Maintenance.

- a) Scheduled Maintenance" means system/software maintenance that is scheduled, to fix non-critical errors and implement system/software changes. Scheduled Maintenance and infrastructure improvements are scheduled in advance. Affected Customers are provided a start time and stop time for the applicable maintenance window and are notified at least forty-eight hours prior to beginning of the maintenance window. SearchStax will proactively notify the Customer if maintenance will exceed a previously scheduled maintenance window or if maintenance needs to be postponed. Maintenance is scheduled during the timings below for the following service regions.

Deployment Region	Deployments under Silver & Gold Tier Support	Deployments under Platinum and Platinum Plus
Americas (USA, Canada, South America)	11:00pm EST – 7:00am EST	Saturday after 7:00pm through Sunday 7:00pm US EST
Europe	11:00pm CET – 7:00am CET	Saturday after 7:00pm through Sunday 7:00pm CET
Australia & Asia Pacific	11:00pm AEST – 7:00am AEST	Saturday after 7:00pm through Sunday 7:00pm AEST

Customer would have the right to request any maintenance work for deployments under Gold, Platinum or Platinum Plus plans be deferred by SearchStax in the case that such work would conflict with scheduled

changes or deployments on Customer Application. Customer will not defer the same maintenance activity more than 3 times or for duration greater than 15 days.

- a) "Emergency Maintenance" means where security upgrades or other urgent maintenance must be performed, SearchStax will undertake best efforts to notify Customer prior to beginning maintenance and to provide technical information as it is available. In these circumstances, maintenance windows will begin immediately and continue until the emergency maintenance is completed. Customers are notified after this maintenance is complete and provided any additional instructions regarding required Customer actions. SearchStax Support will be available to clarify any questions or follow-up actions that are the result of the unscheduled maintenance.

Customer Obligations.

Customer is responsible for ensuring that its personnel that interact with SearchStax have sufficient English language and technical skills, and respond to and cooperate with SearchStax in a timely manner in connection to requests for Support Services. As a precondition for requesting Support Services from SearchStax, Customer agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting SearchStax; (ii) provide SearchStax with sufficient information and technical data in order for SearchStax to establish that a potential problem is not the kind of problem that is an exclusion from the Support Services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by SearchStax to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from SearchStax in addressing the problem, and make reasonable attempts to correct the problem as suggested by SearchStax. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect SearchStax's ability to provide the Support Services.

Version Support and Upgrades.

SearchStax Support Services as it relates to SearchStax-hosted Apache Solr is provided from the date the Version is initially made available within SearchStax. SearchStax makes available only Stable version within SearchStax Services. SearchStax-hosted Apache Solr's Version Policy is available here: <https://www.searchstax.com/legal/version-policy/>

Support Service Exclusions.

SearchStax will have no obligation to provide Support Services to Customer in the event that (i) the problem is caused by Customer's negligence, misconduct, or misuse of Services, or other causes beyond the reasonable control of SearchStax, (ii) the problem is due to third party software, (iii) bug-fixes or feature enhancements to Apache Solr software or source code. The Support Services do not cover the support of any third party software which integrates with SearchStax Services or Apache Solr. In addition, the Support Services do not include the following: (a) Customer's failure to comply with operating instructions contained in the documentation; (b) installation, configuration, management and operation of Customer's applications; (c) APIs, interfaces or data formats other than those included with Apache Solr or SearchStax's Services; or (d) any training

Service Credits.

Service Credits are calculated as a percentage of the total charges paid by you for the deployment(s) under support plans that were affected for the monthly billing cycle in which Unavailability occurred in accordance with the schedule below. Credits consist of hard dollars. SearchStax's software provides a report the actual uptime for the Services in the previous month. Additionally, such report includes the calculation for how such time (uptime and downtime) was calculated. Such report will also include the calculation for determining the actual Service uptime.

To receive a Service Credit, you must submit a claim by opening a case in SearchStax Support Center (<http://support.searchstax.com>). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Deployment name(s)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Level Standard, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above may disqualify you from receiving a Service Credit.

The service credit will be calculated in accordance with the table below:

Service uptime / Failure to respond as per SLA			Service Credit
Gold	Platinum	Platinum Plus	
<99.5%	<99.9%	<99.95%	10% of the month's fees in which the failure occurred
<99.0% / Severity Level 3 or 4 resolution time failure	<99.5% / Severity Level 3 or 4 resolution time failure	<99.5% / Severity Level 3 or 4 resolution time failure	20% of the month's fees in which the failure occurred
<98.0% / Severity Level 1 or 2 resolution time failure	<99.0% / Severity Level 1 or 2 response time failure	<99.0% / Severity Level 1 or 2 response time failure	30% of the month's fees in which the failure occurred

SearchStax support and maintenance obligations under the Agreement, including this Exhibit B, are dependent on Customer running and maintaining the latest minor version of Apache Solr. This ensures the software version that is utilized is free from any known vulnerabilities. E.g. If Customer is running 6.1 version and a vulnerability is discovered in version 6.1 and a fix is made available in 6.1.1, Customer will work with SearchStax to ensure the version is upgraded for SearchStax to provide service obligations under the Agreement.