

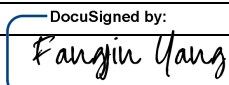
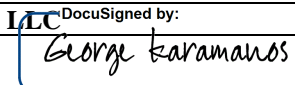


Master Agreement

This Master Agreement (the “**Agreement**”) is entered into and effective as of January 31, 2020 (the “**Effective Date**”), by and between Implied Data, Inc., a Delaware corporation with offices at 1633 Old Bayshore Highway, Suite 232, Burlingame, CA 94010 (“**Implied**”) and the “**Customer**” listed below.

Customer: AppDynamics LLC	
Address: 303 2 nd Street, 8 th Floor, North Tower, San Francisco, CA 94107	Phone:
Contact: George Karamanos	E-Mail: legal@appdynamics.com

This Agreement includes this cover sheet, the attached terms and conditions, all Schedules, and Order Form(s) hereunder which are incorporated herein and made a part of this Agreement by reference, and contain, among other things, warranty disclaimers and liability limitations. Customer’s purchase, receipt and use of Implied’s products and services are subject to the terms of this Agreement.

SIGNATURES	
Implied and Customer have executed this Agreement by their duly authorized representatives set forth below.	
Implied Data, Inc.	AppDynamics LLC
DocuSigned by: Signature: 	DocuSigned by: Signature: 
A169400E74C84C2...	EADD3AC1FF6B486...
Name (printed): Fangjin Yang	Name (printed): George Karamanos
Title: CEO	Title: General Counsel
Date: January 30, 2020	Date: January 30, 2020



TERMS AND CONDITIONS

This Agreement sets forth the specific terms under which ImPLY may provide Customer with software and services as set forth on the Order Form:

- I. Software (“**Software**”) and Support Services (“**Support Services**”) and/or;
- II. Consulting Services (“**Consulting Services**”)

The Parties have agreed to these unified set of master terms as outlined herein and the business terms related to the specific Software and Services are attached hereto and incorporated herein by this reference as a Schedule (“**Schedule(s)**”) to these master terms.

1. ORDER PROCESS.

1.1 Order Form. Each Order Form shall incorporate by reference the terms of this Agreement as though such provisions were set forth therein. If the terms of the Order Form conflict with the terms of this Agreement, in which event, the terms of the Order Form shall prevail but only to the extent the term is expressly superseded in the Order Form.

1.2 Customer Affiliates. Customer Affiliates may purchase licenses of ImPLY’s Software and Services by executing Order Forms. By entering into an Order Form with ImPLY, a Customer Affiliate agrees to be bound by the terms and conditions of this Agreement as if it were an original party hereto, and the terms of this Agreement that apply to Customer shall apply to the Customer Affiliate. Customer may also permit Customer Affiliates to use the Software and Services provided that (a) Customer shall procure that its Customer Affiliates comply with the terms of this Agreement, including the license metrics and quantity set forth on an Order Form, and Customer shall remain liable for acts and omissions of its Customer Affiliates; (b) only Customer may bring actions against ImPLY with respect to any losses, damage or liabilities suffered or incurred by a Customer Affiliate caused by the Software; and (c) the exclusions and limitations of liability in this Agreement will apply to Customer and Customer Affiliates as a whole, so that they apply to all liabilities incurred under or in connection with this Agreement by ImPLY to Customer and Customer Affiliates in aggregate.

2. FEES AND PAYMENT TERMS.

2.1 Fees. The Fees and all other charges to be paid by Customer for the Software and Services shall be set forth in the applicable Order Form.

2.2 Taxes. Customer shall pay all fees and charges set forth in the Order Form plus any applicable taxes (other than taxes on ImPLY’s income) unless Customer furnishes satisfactory proof of exemption. If any applicable law requires Customer to withhold amounts from any payments to ImPLY under this Agreement, (i) Customer will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish ImPLY with tax receipts evidencing the payments of such amounts and (ii) the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, ImPLY receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount ImPLY would have received and retained absent the required deduction or withholding.

2.3 Reimbursable Expenses. ImPLY will be reimbursed for expenses incurred that are reasonable and that have been approved in advance by Customer. All approved business expenses and pass-through charges will be reimbursed at cost without mark-up.

2.4 Terms of Payment. ImPLY may invoice Customer for any charges payable under this Agreement upon the effective date of the applicable Order Form. All invoices are due net-60 days from receipt. All invoices shall be submitted to Customer at the billing address designated on the applicable Order Form. All payments are nonrefundable except as provided in this Agreement and are made without the right of setoff or chargeback. If Customer fails to pay fees in accordance with this section, ImPLY may suspend fulfilling its obligations under this Agreement until such payment is received by ImPLY.



3. CONFIDENTIALITY.

3.1 Scope and Definition. “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Software, logins, passwords and other access codes are the Confidential Information of ImPLY. Customer Data is the Confidential Information of Customer. The Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, pricing and business processes disclosed by such Party.

3.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will: (i) not use the Disclosing Party’s Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its Affiliates, employees, consultants, agents and professional advisers who have a “need to know” for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information at least as much as the terms of this section; and (iii) use the same degree of care as it uses to protect the confidentiality its own Confidential Information of like kind, but in no event less than a reasonable degree of care.

3.3 Compelled Disclosure. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party (to the extent permitted by applicable law), and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceeding to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, section 3 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the personnel of the Receiving Party as demonstrated by its tangible records .

3.4 Equitable Relief. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party’s Confidential Information may cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such unauthorized disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or in equity.

3.5 Data Security. In accordance with applicable data protection laws, ImPLY shall take all commercially reasonable measures, but in no event less than industry standard for a provider of similar products and services as ImPLY, to protect the security and confidentiality of Customer personal data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties.

4. REPRESENTATIONS AND WARRANTY.

4.1 Mutual Representations. Each Party represents and warrants that: (i) it has the right to enter into this Agreement and any Order Form, doing so will not interfere with its contractual obligations to any third party, and the executed Agreement or Order Form shall constitute a valid binding obligation of such Party, and (ii) it will comply with all applicable law in performing its obligations under this Agreement.

4.2 ImPLY Warranties. ImPLY additionally represents and warrants that: (i) the Software will perform in substantial conformance with the Documentation, and (ii) that ImPLY will use commercially reasonable efforts to keep the Software free from viruses prior to delivery to Customer.

4.3 Warranty Disclaimer. Except for the limited warranties provided in this Agreement and any statutory warranty requirements which may not be limited or excluded, the Software, Documentation and Services, provided hereunder are provided “as is” and ImPLY makes no warranties, whether express, implied or statutory regarding or relating to the Software, Documentation and Services provided to customer in this Agreement. ImPLY does not represent or warrant that the Software, Documentation and Services will be delivered free of any interruptions, delays, omission or errors. The Software, Documentation and Services may be subject to limitations, delay and other problems



inherent in the use of the internet and electronic communications. ImPLY is not responsible for any delays, delivery failures, or loss of data or damages resulting therefrom. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ALL SUCH WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

5. CUSTOMER OBLIGATIONS. Customer will: (i) provide ImPLY with all information and assistance required to provide the Software and Services and enable Customer's use thereof; (ii) promptly notify ImPLY upon notice of any unauthorized access, use, copying, distribution, or other suspected security breach in connection with the Software; (iii) not knowingly send to ImPLY or otherwise knowingly use any Customer Data in connection with this Agreement that otherwise protected by any Intellectual Property or proprietary right of any third party, or for which Customer does not own or has not procured sufficient license, right, consent and permission to copy, disclose, store, broadcast, transmit, or otherwise use in connection with the Software and this Agreement; (iv) not knowingly upload or transmit any Customer Data that contains unencrypted or unmasked: (a) bank, credit card or other financial account identification or login credentials, (b) social security, tax, driver's license or other government issued identification numbers, or (c) health records of a particular individual; and (v) be responsible for all activity that occurs in Customer's or its Users' accounts (and any transactions completed under Customer's accounts will be deemed to have been lawfully completed by Customer).

6. OWNERSHIP. ImPLY and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other Intellectual Property Rights, in and to the Software, Documentation, and the results of any Services provided hereunder. Customer acknowledges that the rights granted under this Agreement do not provide Customer with title to or ownership of the Software or Documentation. Customer retains copyright and any other proprietary rights it holds in the Customer Data. Certain "free" or "open source" based software (the "**Open Source Software**" or "**OSS**") identified on the Order Form for which ImPLY provides Support Services may be shipped with the Software but is not considered part of the Software hereunder. Notwithstanding anything herein to the contrary, Open Source Software is licensed to Customer under such OSS's own applicable license terms, which can be found in the Documentation, and Customer's use of the OSS is subject to the terms of the licenses set forth for the applicable OSS.

7. INDEMNIFICATION; LIMITATION OF LIABILITY; AND DISPUTE RESOLUTION.

7.1 ImPLY Indemnification. ImPLY will indemnify, defend or settle any action brought against Customer and its officers, directors and employees to the extent that it is based upon a claim that the Software, as delivered under this Agreement and used within the scope of this Agreement, infringes any United States patent, trademark or copyright, or misappropriates any trade secret, and will pay any costs and damages, including reasonable attorney's fees, that are finally awarded against Customer for such infringement or misappropriation, provided that Customer: (i) must promptly notify ImPLY in writing of the claim, provided that the failure to provide such notice shall not relive ImPLY of its obligations under this section 7, except to the extent that such failure materially prejudices ImPLY's defense of such claim; (ii) reasonably cooperates with ImPLY and provides ImPLY, at ImPLY's expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim; and (iii) grants ImPLY the sole control of the defense and all related settlement negotiations, except that (a) Customer may assist in the defense with counsel of its choice at its own expense and (b) ImPLY will not agree to any settlement that imposes a material obligation on Customer without Customer's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.2 Injunctive Relief. If an injunction is, or in ImPLY's reasonable opinion is likely to be, threatened, sought or obtained against Customer's use of the Software as a result of a third party infringement claim, ImPLY may, at its sole option and expense, (i) procure for Customer the right to continue using the affected Software, (ii) replace or modify the affected Software with a functionally equivalent technology so that it does not infringe, or, (iii) terminate the Software License and refund any pre-paid but unused fees received from Customer for the then outstanding Software License term on a pro rata basis, if applicable.

7.3 Disclaimer of Liability. ImPLY shall have no liability or obligations for any third party claim if the claim of infringement is based upon (a) modifications to the Software or Service results made by a party other than ImPLY, if a claim would not have occurred but for such modifications; (b) Customer's failure to use the then current, unaltered version of the applicable Software (including any maintenance release provided by ImPLY to avoid a claim); (c) use,



operation or combination of the applicable Software with any programs, data, equipment or documentation, if such infringement would have been avoided but for such use, operation or combination; (d) any Open Source Software or third party software; or (e) Customer's use of the Software or Service results other than in accordance with this Agreement and the Documentation. The foregoing constitutes the entire liability of ImPLY, and Customer's sole and exclusive remedy, with respect to any third party claims of infringement of intellectual property rights of any kind.

7.4 Limitation of Liability. EXCEPT FOR A PARTY'S SECTION 7.1 OBLIGATIONS (IMPLY INDEMINIFICATION) OR WITH RESPECT TO EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY), EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OR IN ANY WAY RELATED TO THIS AGREEMENT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE FEES RECEIVED BY IMPLY FROM CUSTOMER FOR THE AFFECTED SOFTWARE AND/OR SERVICE UNDER THIS AGREEMENT. FURTHER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND (TO THE FULLEST EXTENT PERMITTED BY LAW) UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.5 Intentionally deleted.

8. TERM AND TERMINATION.

8.1 Term. This Agreement shall commence as of the Effective Date designated above, and shall continue in effect thereafter unless terminated as provided in this section 8 or by written agreement of the Parties. Each Order Form shall only become effective when duly signed on behalf of the Parties to be bound thereby, and shall continue in effect through the term set forth therein (taking into account any renewals of the Software License(s)), provided that the Order Form is not earlier terminated for cause.

8.2 Termination for Cause. Either Party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other Party fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other Party. ImPLY may also terminate this Agreement immediately if the Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (iv) has wound up or liquidated, voluntarily or otherwise.

8.3 Effect of Termination. Upon termination of the Agreement: (i) all unfulfilled Order Forms will be terminated at ImPLY's discretion; (ii) any amounts owed to ImPLY under the Agreement prior to such termination will be immediately due and payable; (iii) ImPLY's obligation to provide Support Services will terminate; (iv) Customer shall cease all use of the Software and return or certify destruction of all copies of the Software from Customer's computers and, if requested, confirm such in writing. Upon request, each Party will destroy all Confidential Information obtained during the course of this Agreement. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including Sections 3 (Confidential Information), 6 (Ownership), 7.4 (Limitation of Liability), 8 (Termination), 9 (General), and 10 (Definitions).

9. GENERAL TERMS.

9.1 Assignment. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without ImPLY's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. ImPLY shall have the right to assign this Agreement to any successor to its business or assets, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to this section, this



Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

9.2 Audit. Within sixty (60) days of ImPLY's request, Customer will certify its compliance with the terms of the Agreement and Customer's fee-bearing Software license grant. If ImPLY disagrees with Customer's certification it shall notify Customer and the parties shall work in good faith to resolve the dispute.

9.3 Force Majeure. A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any major contingency beyond the reasonable control, and without any fault, of such Party, other than the failure to meet financial obligations. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. In order to avail itself of the relief provided in this Section for an excusable delay, the Party must act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure.

9.4 Insurance. ImPLY shall take out and maintain the following minimum insurance at its expense covering locations where ImPLY is to perform Services on Customer's premises: (i) Workers' Compensation – as required by the statute of states where services are being performed; (ii) Comprehensive General Liability Insurance – \$2,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate property damage; and (iii) Automobile Liability Insurance – \$1,000,000 per occurrence, bodily injury and property damage combined. Nothing in this Agreement shall be deemed to preclude ImPLY from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage and limits are maintained. ImPLY will provide Customer with a certificate(s) of insurance evidencing such coverage within a reasonable time of the receipt of a written request for same.

9.5 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the Parties hereto. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other party in any respect whatsoever. Each Party may identify the other as a customer or supplier, as applicable, and place the other Party's logo on its website.

9.6 Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given when delivered in person (including by overnight courier), by email to the email address(es) specified below, or three (3) business days after being mailed by first class, registered or certified mail, postage prepaid, to the address of the Party specified on the Order Form. Any notices sent by email pursuant to this section: (i) to Customer shall be sent to legal@appdynamics.com and (ii) to ImPLY shall be sent to legal@imply.io.

9.7 Compliance with Laws; Export Control; Government Regulations. Each Party shall comply with all laws applicable to the provision of the Software and Services. The Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that (i) it is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (ii) it will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

9.8 Entire Agreement; Modification; Waiver. This Agreement represents the entire agreement between the Parties, and supersedes all prior or contemporaneous agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement,



shall be effective unless in writing and signed by both Parties. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

9.9 Governing Law. This Agreement will be governed by and construed under the laws of the State of California excluding choice of law principles, and in no event will this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act. In the event either Party brings any action at law or in equity against the other Party relating to this Agreement, the venue for such action shall be with a state court in Santa Clara County or a federal court in the Northern District of California.

9.10 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the Parties and the remaining provisions of the Agreement will remain in full force and effect.

9.11 Construction. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. The word “including”, when used herein, is illustrative rather than exclusive and means “including, without limitation.”

10. DEFINITIONS.

Specific Words or Phrases. For purposes of this Agreement, each word or phrase listed below shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used, and shall have the respective meaning there designated.

“**Affiliate**” means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Customer, where “control” means the ownership of, or the power to vote, at least fifty percent (50%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of “Affiliate” even though it qualifies after the execution of this Agreement.

“**Agreement**” means the cover page, these terms and conditions, and Schedules, together with any terms attached hereto or incorporated herein by reference, and all Order Forms.

“**Consulting Services**” means the consulting, installation, implementation, training, technical service manager, and other services performed by or on behalf of ImPLY as described in the Order Form, including any statement of work mutually agreed and executed by the Parties, which shall be governed by the terms and conditions of this Agreement.

“**Customer Data**” means any data input into, processed by, and/or stored by the Software by or for Customer or Customer’s Users.

“**Documentation**” means all technical manuals, end user documentation, and Training Materials (defined in Consulting Services Addendum) that are normally supplied by ImPLY via its website or otherwise to its commercial customers, as may be updated from time to time by ImPLY.

“**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

“**Order Form**” means a transactional document executed by ImPLY and Customer incorporating this Agreement which identifies the Software, License Term, License Type, and Services to be provided by ImPLY. A statement of work entered into by the Parties incorporating these terms and conditions shall also constitute an Order Form hereunder.

“**Party**” means either the “ImPLY” or “Customer”, individually as the context so requires; and “**Parties**” means the “ImPLY” and “Customer”, collectively.

“**Services**” means collectively the Support Services and Consulting Services as set forth in an applicable Order Form.

“**Site**” means the ImPLY website located at <https://www.imply.io>.



"Software" means the software, as set forth on the applicable Order Form provided by ImPLY through the Site or otherwise.

"Software License" means the subscription license to the Software. The Cloud License, Hybrid License, and On-Premise License referred to in Software and Support Services Schedule are collectively referred to herein as the "Software License".

"Support Services" consists of the support and maintenance services to be provided by ImPLY in connection with the Software License, which are attached to this Agreement as Exhibit A. ImPLY reserves the right to modify and update its Support Service terms provided ImPLY shall not materially degrade the Support Services during the License Term. ImPLY's current terms are available at <https://imply.io/subscription-support-maintenance-terms>.

"User" means an employee, advisor, or agent of Customer that has been assigned a unique username-password combination to access and use the Software on Customer's behalf.



ImPLY Data, Inc
I. Software and Support Services Schedule

This Software and Support Services Schedule (“**Schedule**”) is made pursuant to and shall be governed by the Agreement and is effective as of the Agreement Effective Date. Capitalized terms used in this Schedule but not defined herein shall have the meanings given to them in the Agreement.

1. SOFTWARE LICENSE GRANT.

1.1 License Grant. Subject to the terms and conditions of this Agreement, ImPLY hereby grants Customer, during the License Term (as defined below), a non-exclusive, non-transferable, non-sublicensable right and license to install, access and use the Software designated in the Order Form(s) for Customer's internal business purposes, including use of the Software to support Customer's commercial SaaS product, for the quantity of units in the Order Form. For purposes hereof, the “**License Term**” begins on the Effective Date of the Order Form and extends for the period specified therein (unless earlier terminated in accordance with the Agreement).

1.2 License Type. The license type (“**License Type**”) shall be as set forth on the applicable Order Form. Unless stated otherwise in an Order Form, License Types are licensed to Customer on a subscription basis. The terms of this Agreement shall apply to the extent applicable to the License Type selected on the Order Form. The License Types are as follows:

(i) “**Cloud License**” means the license for the software as a service offering of the Software which is hosted on ImPLY's servers.

(ii) “**Hybrid License**” means the on-premise Software, which is hosted on Customer's cloud provider's servers or otherwise on Customer's servers or in Customer's hosted environment.

(iii) “**On-Premise License**” means the on-premise offering of the Software, under which ImPLY has no access to Customer Data, and which is hosted solely in Customer's environment.

1.3 Restrictions on Use. Except as otherwise expressly provided in this Agreement, Customer shall not (and shall not permit any third party to): (i) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any external commercial use of, outsource, use on a timeshare or service bureau, or use in an application service provider or managed service provider environment, or otherwise generate income from the Software; (ii) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment; (iii) cause the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover any source code or other operational mechanisms of the Software (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to ImPLY); (iv) modify, adapt, translate or create derivative works based on all or any part of the Software; (v) modify any proprietary rights notices that appear in the Software or components thereof; (vi) publish the results of any benchmarking tests run on the Software; or (vii) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth in Section 1.1.

1.4 Support Services. “**Support**” is defined as the responsibilities with respect to the Software as set forth in the applicable Order Form. “**Maintenance**” means the provision of error corrections and bug fixes for the Software, as well as updates made generally commercially available by ImPLY in its sole discretion. ImPLY will provide Support Services for the Software subject to Customer's payment of the fees and as further described in the applicable Order Form(s).

2. DOCUMENTATION. ImPLY will make available on its website on the date the Software is delivered at no additional charge an online copy of all generally available Documentation for the Software. The Documentation shall be sufficient to enable Customer's personnel to use and to understand the use and operation of the Software, and shall conform to generally accepted industry standards for the use, operation and internal operating logic of software. Customer may make a reasonable number of copies of the Documentation for Customer's internal use, provided Customer reproduces copyright notices and any other legends of ownership on each copy.

3. DELIVERY AND INSTALLATION. ImPLY will deliver the Software and Documentation to Customer by providing Customer with access to ImPLY's Site to download the Software and access to the Documentation, and



through email, the access keys, on or before the delivery date as specified in the applicable Order Form or as otherwise agreed to by the Parties. If Customer is unable to complete delivery of the Software by downloading the Software from Imply's website and utilizing the access keys provided by Imply, Imply will provide installation assistance ("**Installation Services**") for an installation fee, as separately specified on an Order Form. The Software shall be deemed to be accepted upon delivery.



ImPLY Data, Inc

II. Consulting Services Schedule

This Consulting Services Schedule (“Schedule”) is made pursuant to and shall be governed by the Agreement and is effective as of the Agreement Effective Date. Capitalized terms used in this Schedule but not defined herein shall have the meanings given them in the Agreement.

1. CONSULTING SERVICE SCOPE. ImPLY will provide to Customer the Consulting Services agreed by the Parties in applicable Order Form. Consistent with ImPLY’s status as an independent contractor, ImPLY will retain the sole and exclusive right to supervise, control, and direct the manner and means by which it conducts the Consulting Services. Each Order Form, will describe the Consulting Services to be performed by ImPLY, including, if and when applicable, the compensation and other consideration for such Consulting Services; a payment schedule or other custom payment terms; responsibilities on the part of the Customer, including Customer Requirements (as that term is defined below); any specifications; a schedule of deliverables; the term of the Order Form; a description of reimbursable expenses; and any other terms and conditions mutually agreed upon by the Parties in connection with ImPLY’s performance of the Services. Consulting Services are only for Customer’s internal use. Customer may not use the Consulting Services to supply any installation, consulting or training services to any third party. Subject to the Limited Services Warranty set forth below, all Consulting Services shall be accepted upon delivery.

2. CHANGE ORDERS. Customer may request that changes be made to the Consulting Services described in the Order Form (e.g., an addition, a deletion, or another modification to the applicable deliverables). If a change order recites changes that materially increase the scope of the Consulting Services or the time, effort, or expense required to perform the applicable Consulting Services, then within ten (10) business days after ImPLY’s receipt of the requested changes, ImPLY will provide to Customer a summary of the modifications to be made to the applicable Order Form in order to effect the requested change. During the ten (10)-business-day period following Customer’s receipt of ImPLY’s estimate, the Parties will work together in good faith to prepare a revised Order Form. If, within such ten (10)-business-day period, the Parties are unable to agree on a revised Order Form, the then-existing Order Form will remain in full force and effect, and ImPLY will have no further obligation with respect to the applicable Change Order. If the Parties are able to agree on a revised Order Form, the mutually agreed-upon changes will be memorialized in an amendment to the Order Form, which will be attached to the then-existing Order Form and this Agreement. All notices pursuant to this section will be in writing (an email will suffice).

3. CUSTOMER REQUIREMENTS. Customer shall be responsible for providing ImPLY with the following: Customer’s business requirements, technical data, computer facilities, network access, programs, software, files, lists, documentation, test data, sample output, feedback, or other information, equipment, materials, assistance, and resources in Customer’s possession or control that it is necessary or advisable for ImPLY to have, or have access to, in order to effectively perform the Consulting Services set forth in the applicable Order Form (collectively “**Customer Requirements**”). Customer will make Customer Requirements readily available to ImPLY in a timely manner at no charge. Customer will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness, and consistency of any and all Customer Requirements supplied by Customer, including being responsible for any fees, expenses, and other costs incurred or during any resulting delay, or delays. . Customer acknowledges that the timely provision of and access to the Customer Requirements may be essential to ImPLY’s performance of the Services and that ImPLY’s ability to complete the Services may be dependent upon the same. If Customer fails to provide the Customer Requirements necessary for ImPLY to fulfill an obligation hereunder, ImPLY is discharged from any such obligation until Customer provides such information and/or assistance.

4. TRAINING.

4.1 Location and Timing. Training shall be provided at the location set forth in the Order Form (the “**Location**”). If no location is specified, the training will be provided at a Location to be determined and confirmed in writing with the Customer. For onsite, virtual and e-learning training the Customer is responsible for testing all necessary facilities and systems prior to the scheduled training to enable ImPLY to provide the training unless otherwise specified in the Order Form. Unless otherwise advised, Customer training participants who attend public training should arrive at the classroom location no later than 15 minutes (and no later than 30 minutes to the virtual classroom) prior to the commencement of the training on the first training day . Where and when the length of a course is specified in a number of days, a “day” is not more than 7 hours of lecture with a one hour breakfast or lunch. Any onsite training will



be agreed between the Parties, but shall not include more than 7 hours of lecture on any single day. Training is only valid for the number of courses, dates and times (including the start and end date), Locations, delivery mechanisms (i.e., onsite, virtual or other), and number of students (participants) specified in the Order Form. Training dates must be confirmed three or more weeks in advance of the training date. All confirmed training registrations will be subject to the postponement policy as detailed in Section 6.

4.2 Course Availability and Content. Training content will be substantially in line with the relevant training description set forth in Customer's Order Form. ImPLY reserves the right to withdraw or re-schedule training at any time prior to the training start date without any liability to the Customer. In the event that ImPLY is aware that there is a need to reschedule, then ImPLY will make a reasonable effort to notify the Customer at least one week in advance.

4.3 Training Participants. Customer may substitute training participants by giving forty-eight (48) hour written notice to ImPLY prior to the commencement of the scheduled training. ImPLY reserves the right to exclude training participants from the class who are, in its reasonable opinion, causing disruption to such class. In the event of such exclusion no refund of any associated fees will be made. ImPLY does not allow Customers to have additional participants "audit" its training courses. Customer agrees to pay for any and all participants that are in the classroom at the time of training, including last minute participants and drop-ins.

5. LIMITED SERVICES WARRANTY. ImPLY shall provide qualified service providers who perform in a professional and workmanlike manner in accordance with industry standards. The warranty specified in this section shall apply only to failures or breaches of warranty which are reported to ImPLY by Customer within thirty (30) days after the date the Consulting Services are delivered to Customer. ImPLY's sole obligation for failure to meet the warranty specified above shall be for ImPLY, upon receipt of written notice of such failure from Customer, to attempt to remediate the failure or cure the breach within thirty (30) days of Customer's written notice thereof. If ImPLY is unable to correct the failure or cure the breach, then ImPLY shall return any fees paid for the defective Consulting Services.

6. POSTPONEMENT OF SERVICES. No penalty will be assessed if Customer postpones a scheduled Consulting Service to be performed at Customer's site (hereafter a "**scheduled service**") at least ten (10) business days or more before the start of the scheduled service. If Customer postpones a scheduled service at least five (5) but less than ten (10) business days before the start of the scheduled service, a penalty of 5% of the amount of the scheduled service fee may be assessed plus any nonrefundable travel or expense costs. If Customer postpones a scheduled service less than five (5) business days before the start of the scheduled service, a penalty up to 10% of the scheduled service may be assessed plus any nonrefundable travel or expense costs.



Exhibit A – Support Services

Terms and Conditions for Maintenance and Support Services

1. Definitions

- “Business Day” means Monday through Friday in Customer’s local time zone. “Business Hours” means 9:00 a.m. to 5:00 p.m. on Business Days.
- “Customer Representative” means the individual employee of Customer that submits an Issue via email or the Support Portal.
- “Issue” means a failure of the Supported Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of the Supported Software.
- “Maintenance Release” means a revision of the Software made generally available by ImPLY to its end user customers generally to correct Issues in the Software, Documentation or to maintain the operation of the Software in accordance with the Documentation.
- “Major Release” means a revision of the Software released by ImPLY to its end user customers generally that introduces materially new functionality and features, designated by ImPLY by means of a change to the digit to the left of a first decimal point (e.g., Software 3.0 >> Software 4.0).
- “Software” means the ImPLY Analytics Platform and its underlying components as defined in the Agreement.
- “Supported Software” means two years from the date of the Major Release during which time ImPLY will provide maintenance and support services.
- “Update” means either a software modification or addition that, when made or added to the Supported Software, corrects the Issue, or a procedure or routine that, when observed in the regular operation of the Supported Software, eliminates the practical adverse effect of the Issue on Customer.

2. Support Services

- a. Customer Support Portal: ImPLY shall provide the Support Services through its online Customer Support Portal (“Support Portal”) which will be designed to enable submission of support requests at the times applicable to the Subscription Tier purchased by Customer. The Support Services will be provided in English. The Support Portal will provide email and web form support. For Priority Level 1 and Priority Level 2 issues, Customer shall report the Issue to ImPLY via the Support Portal initially, while Priority Level 3 and Priority Level 4 Issues may be filed initially via email. All telephone support discussions, if necessary, will be scheduled in advance at a time mutually agreed by the parties and for durations and at a frequency that is commercially reasonable for ImPLY. Telephone discussions will only be scheduled for Issues previously documented within the Support Portal.
- b. Hours of Operation: Customer may submit support requests twenty-four (24) hours a day, seven (7) days per week.
- c. Maximum Number of Monthly Support Issues (“Maximum Monthly Issues”): Customer’s number of support contacts and Maximum Monthly Issues is based on Customer’s subscription level as set forth in the table below:

Subscription Level	Number of Support Contacts	Maximum Monthly Issues
Professional	3	10



Enterprise	5	Unlimited
Mission Critical	10	Unlimited

- d. Issue Prioritization & Initial Response Time SLAs: When a Customer Representative reports an Issue to ImPLY technical support via the Support Portal, ImPLY shall reasonably determine the priority level of the Issue pursuant to the following definitions and take the following actions:

Issue Priority Definitions & Initial Response Times

Issue Priority Definitions		Estimated Initial Response Times		
Priority Level	Definition	Professional, 8 x 5	Enterprise 24 x 7	Mission Critical 24 x 7
P1	A Priority One Issue means the (a) production system is severely impacted or completely shut down, or (b) production system operations or mission-critical applications are down.	1 Business Day	4 Hours	1 Hour
P2	A Priority Two Issue means (a) the production system is functioning with limited capabilities, (b) the production system is unstable with periodic interruptions, (c) there is an error in an application in development that is in final testing, facing a critical time frame of going into production use or (d) due to an Issue development efforts cannot proceed, for an application in development.	2 Business Days	1 Day	4 Hours
P3	A Priority Three Issue means there (a) are errors with workaround solutions in fully operational production systems, (b) there are errors in non-critical functions, (c) there is a time sensitive concern affecting performance or deliverables, or (iv) a major subsystem under development cannot proceed due to an Issue.	3 Business Days	2 Business Days	1 Business Day
P4	A Priority Four Issue means there (a) is a need to clarify procedures or information in documentation, (b) there is a request for a product enhancement or new feature, (c) cosmetic or non-functional issues; or (d) Issues in Documentation.	4 Business Days	3 Business Days	2 Business Days



Note: Issues with Third Party Software will be classified as Priority Three or Priority Four Errors only.

e. Updates and Maintenance Releases:

(i) ImPLY will use commercially reasonable efforts in accordance with the table in Section 2(g) below to provide an Update designed to solve or bypass a reported Issue. If such Issue has been corrected in a Maintenance Release, Customer must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the Update is available.

(ii) ImPLY will make Maintenance Releases available to Customer if, as and when ImPLY makes any such Maintenance Release generally available to its customers.

f. Response Definition: A “Response” is an initial reply to the reported Issue. A Response may be in the form of an automated acknowledgement of receipt, and may not constitute a resolution. The Response times set forth herein shall be measured by the elapsed time between the receipt by ImPLY via the Support Portal of a reported Issue and the time when ImPLY begins to address such Issue, including by providing a verbal or written confirmation to Customer thereof. The actual time required to fully resolve the Issue, if such full resolution occurs, may be longer than the Response time set forth herein. Customer understands and agrees that resolution of an Issue is not guaranteed and may not occur.

g. ImPLY Actions and Customer Responsibilities: After Customer informs ImPLY of a new Issue, ImPLY will take the following actions provided Customer has satisfied the following corresponding responsibilities:

ImPLY Actions & Customer Responsibilities

Priority	ImPLY Actions	Customer Responsibilities
P1	ImPLY will: (a) assign specialists to correct the Issue; (b) provide ongoing communication on the status of an Update or Issue resolution; and (c) simultaneously begin work to provide a temporary workaround or fix.	All responsibilities in Section 2(h) below
P2	ImPLY will: (a) assign specialists to correct the Issue; (b) provide ongoing communication on the status of an Update or Issue resolution; and (c) simultaneously begin work to provide a temporary workaround or fix.	All responsibilities in Section 2(h) below
P3	ImPLY will use resources available during local Business Hours until the Issue is resolved or a workaround is in place. For Issues in Third Party Software, ImPLY will use reasonable efforts to liaise with the applicable project steward.	All responsibilities in Section 2(h) below



P4	ImPLY will triage the request, provide clarification where possible, and may include a resolution in a future Maintenance Release.	Customer will be expected to provide information on use case and requirements for feature requests.
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h. Customer Responsibilities: ImPLY's obligation to provide Support Services is conditioned upon Customer satisfying the following responsibilities:

(i) Customer has made reasonable efforts to resolve the Issue before reporting the Issue to ImPLY, including having the Issue reviewed by the Customer Representative;

(ii) Customer has provided ImPLY with sufficient information, including any reproducible test cases requested by ImPLY;

(iii) Customer has installed all Maintenance Releases;

(iv) Customer has procured, installed and properly maintained all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Supported Software; and

(v) Customer has designated personnel resources to provide necessary diagnostic information until an Update or Maintenance Release is made available.

i. Escalation: If ImPLY's Response to an Issue is not received within the Estimated Response Time set forth in Section 2(d), Customer may escalate according to the following escalation process:

Escalation Level	Resolution Owner	Escalation Trigger	Escalation Path
1	ImPLY Manager, Customer Operations	Response is not received within the Estimated Initial Response Time	Customer to send email to escalations at imply.io
2	ImPLY Director of Support & Services	Response is not received within twice the Estimated Initial Response Time	Customer to call +1 415 685 87

3. Exclusions

ImPLY is not obligated to provide Support Services to Customer if:

(a) the Supported Software has been changed or modified (except if under the direct supervision of ImPLY) or damaged;

(b) the Issue is caused by Customer's negligence, hardware malfunction, the configuration of the platform or datacenter, network latency or causes beyond the reasonable control of ImPLY;



- (c) the Issue is caused by any software not licensed or delivered through Implied;
- (d) Customer has not installed and implemented all available Maintenance Release(s) for the Supported Software;
- (e) Customer has not paid the Support Services fees when due; or
- (f) Customer has already submitted the Maximum Monthly Issues in the then-current calendar month.