Terms of Use

These Terms of Use ("Terms" or "Agreement") are made and entered into by and between AppDynamics LLC ("Customer"), having its principal place of business at 303 Second Street, North Tower, 8th Floor, San Francisco, 94107 USA, and LumApps, Inc. ("LumApps"), having its principal place of business at 101 Greenwich St, New York, NY 10006, United States. These Terms govern the access to, use, and right to grant access to and use of the Services and Application provided to Customer pursuant to a purchase contract, quote, order form, invoice or online procurement process (each, an "Order").

1. Definitions and Interpretation

In these Terms, the following words have the following meanings:

"Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity, for so long as such control exists. In the case of companies and corporations, "control" and "controlled" mean beneficial ownership of more than fifty percent (50%) of the voting stock, shares, interest or equity in an entity. In the case of any other legal entity, "control" and "controlled" mean the ability to directly or indirectly control the management and/or business of the legal entity.

"Application" means the online software application for which the Customer has purchased a Subscription, and as such application is set out further on the 'Product' page at www.LumApps.com (as may be updated by LumApps from time to time).

"Authorized User" means an employee, agent, independent contractor, subcontractor, or consultant to the Customer or its Affiliates whom Customer authorizes to use the Application.

"Customer Data" means the data or materials entered into the Application from time to time by the Customer, or by Authorized Users or LumApps on the Customer's behalf, for the purpose of using the Application or facilitating the Customer's use of the Application.

"Documentation" means the operating manuals, user and technical documentation and/or other related materials (in any form) relating to the Application made available by LumApps from time to time.

"Intellectual Property" means copyright, rights in software, trademarks, design rights, patents, know-how, confidential information, rights in inventions, processes and formulae, and all and any other intellectual property rights subsisting anywhere in the world, including all applications for the same.

"LumApps" means LumApps, Inc. if Customer resides in or obtains the Application from the United States, LumApps K.K is Customer resides in or obtains the Application from Asia and LumApps SAS if Customer resides in or obtains the Application outside of the aforementioned territories, and who created the Application and who owns the entire intellectual property.

"Reseller" means third party that sells and sublicences the Application to Customer under the terms of an agreement between Customer and the Reseller.

"Subscription" means the annual subscription indicated in the Order, for which Customer is liable for the use of the Application and for the number of Authorized Users mentioned on the Order.

"Subscription Fee": The annual subscription fee set out in the Order payable by the Customer in respect of the Application, to access and use the Application for the number of Authorized Users set out in the Order.

"Terms" means term of the Customer's Subscription to access and use the Application as indicated in the Order.

"Third-Party Software" means any software proprietary to a third party which is integrated or interfaces with the Application.

2. Services – Updates

2.1. Services. During the Term and subject to these Terms, Customer will have a worldwide right and license to access to and use of the Application and Documentation (the "Services") solely for its internal business purposes.

2.2. Updates. The Application may be updated and/or changed from time to time for the purposes of error correction, enhancement to functionality or otherwise.

3. Access to Application

3.1. Subject to and in consideration of the full compliance with the Terms, Customer shall have a worldwide, non-transferable and non-exclusive right and license to use and to access the Application during the period stated in the applicable Order. Customer may permit its Affiliates to use the Application subject to the Order placed by Customer, provided that Customer shall take measures to ensure that its Affiliates comply with the terms of this Agreement, and Customer shall remain responsible and liable for all acts and omissions of its Affiliates.

3.2. Customer shall, and shall ensure that all Authorized Users:

3.2.1 comply with all applicable laws and regulations use the Services only in accordance with these Terms;

3.2.2 are not using the Services to export, re-export, sell, lease or otherwise transfer to restricted end-users (including persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons) and/or are not using the Services into territories subject to an export embargo (currently North Korea, Iran, Mali, South Sudan, Central African Republic, Yemen, Guinea-Bissau, Libya, Eritrea, Lebanon, ISIL (Da'esh), Al-Qaida and the Taliban, Democratic Republic of the Congo, Sudan, Somalia, Iraq);

3.2.3 obtain and maintain internet and network communications, computer equipment and a suitable web browser required to access and use the Application and complies with all other technical requirements notified to it from time to time; and

3.2.4 use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, if any such unauthorized access or use occurs, will promptly notify LumApps or its Reseller (if any) and give LumApps all assistance it reasonably requires to prevent such unauthorized access.

3.3. The Customer will not, and will not   allow any Authorized User to:

3.3.1 use the Services in any way that (i) breaches any local, national or international law, regulation or code of practice; (ii) is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or (iii) infringes any Intellectual Property right or right to privacy of any third party;

3.3.2 knowingly use the Services to send, or arrange for sending, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation to any person;

3.3.3 access, store, distribute or transmit any viruses, or any material during its use of the Services or Application that:

3.3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, abusive, harassing or racially or ethnically offensive or discriminatory;

3.3.3.2 knowingly facilitates or promotes illegal activity; or

3.3.3.3 causes damage or injury to any person or property;

3.3.4 attack the Application via a denial-of-service attack, distributed denial-of-service attack or other method;

3.3.5 knowingly attempt to access without authority, interfere with, damage or disrupt any part of the Application or LumApps' IT systems;

3.3.6 except as permitted by these Terms or as required by law, knowingly attempt to decompile, disassemble or reverse engineer any part of the Application, or copy, modify, create derivative works from, transmit, or distribute all or any part of the Application and/or Documentation in any form or media;

3.3.7 knowingly access all or any part of the Services to build a product or service which competes with the Services; and

3.3.8 knowingly license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party.

Access to the Services may be suspended and/or terminated if Customer or any Authorized User breaches this Section 3. In such event, Customer will be notified about the reason for the suspension or termination.

Customer is responsible for the acts and omissions by Authorized User to whom Customer has granted access to the Service and Customer agrees to indemnify LumApps or its Reseller (if any) for all claims and losses related to any such acts and/or omissions related to its breach of this Section 3.2.

4. Confidentiality

4.1 "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is 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 and the circumstances surrounding the disclosure. The Receiving Party will: (a) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (b) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers (collectively, "Individuals") who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such affiliates, employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section; (c) use the highest standard of care to protect the confidentiality of such Confidential Information; and (d) ensure Individuals with access to Confidential Information are subject to individual confidentiality requirements at least as restrictive as those provided herein. 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, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide cooperation to the Disclosing Party in seeking to obtain such protection. For the sake of clarity, Confidential Information shall also mean all Customer Data.

4.2 This section will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (b) is or has become public knowledge or publicly available through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information.

4.3 Upon termination and as otherwise requested by Customer, LumApps will promptly return to Customer all items and copies containing or embodying Proprietary Information (including, without limitation, all deliverables and all work-in-progress).

4.4 Pursuant to 18 U.S.C. § 1833, LumApps acknowledges and understands that an individual will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. LumApps also

acknowledges and understands that pursuant to 18 U.S.C. § 1833, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret, except pursuant to court order. Notwithstanding the foregoing, neither party shall disclose the other party's Confidential Information without prior authorization. If Receiving Party is required to disclose Disclosing Party's Confidential Information by order of a court of competent jurisdiction, the Receiving Party shall notify the Disclosing Party in writing promptly upon receipt of knowledge of such order so that the Disclosing Party may attempt to prevent such disclosure or seek a protective order.

5. Data

5.1 LumApps shall comply with all applicable data privacy laws and the requirements set forth in Exhibit B (Data Protection).

5.2 LumApps shall (1) maintain ISO 27001 certification and a written information security program appropriate for the Services, (2) follow industry-standard policies and provides features and internal practices to protect the security and integrity of Customer's Confidential Information, (3) detect and prevent intrusions to the Services, and (4) require obligations consistent with the foregoing of LumApps's providers related to the Services and ensure such providers are subject to appropriate information security diligence reviews. LumApps will notify Customer as soon as possible to security@Customer.com of any actual, suspected or threatened Security Incident (as defined below) involving Customer Data. For clarity, Customer Data is Customer's Confidential Information. The notification provided to Customer shall include, if known, and to LumApps's knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Customer Data or intrusion into the computer systems or facilities on or in which Customer Data is maintained; (ii) which categories of Customer Data were involved; (iii) Personal Data as defined in Exhibit B ; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The notification required to be delivered to Customer under this Section shall be delivered promptly and in no event later than forty-eight (48) hours after LumApps learns of any such actual, suspected or threatened Security Incident. LumApps shall not delay its notification to Customer for any reason, including, without limitation, investigation purposes. LumApps shall cooperate reasonably with Customer in investigating and responding to each successful or attempted security breach including allowing reasonable access to LumApps's facility by Customer or Customer's investigator, to investigate, and obtain copies of data as provided herein. "Security Incident" is when LumApps knows or has reason to know that: (i) LumApps has experienced an incident resulting in the unauthorized acquisition or unauthorized use of unencrypted Customer Data, and the confidential process or key that is capable of compromising the security, confidentiality or integrity of Customer Data that creates a substantial risk of identity theft or fraud; or (ii) Customer Data was acquired or used by an unauthorized person or used for an unauthorized purpose. In the event of any Security Incident, LumApps will reasonably assist Customer to provide notification and take other reasonable actions that Customer, in Customer's reasonable discretion, determines necessary in mitigating the effects of such Security Incident, at LumApps's sole cost and expense, including but not limited to reimbursement of Customer's reasonable out-of-pocket expenses in providing notification, credit reports and otherwise complying with the law with respect to such Security Incident.

5.3 LumApps shall not retain, use or otherwise disclose any Personal Data for any purpose other than to provide the Services specified in these Terms. LumApps shall not sell any Personal Data.

6. Third-Party Services

6.1 The Application may enable or assist it to access the services or website content of third parties via third party websites or Third-Party Software, and that the Customer accesses such services and content solely at its own risk. Customer shall obtain and maintain the relevant rights and licenses to use the Third-Party Software.

6.2 No representations or commitments are made in relation to any such third-party services or content, or for any transactions completed by the Customer with any such third party or for any Third-Party Software integrated, or which interfaces, with, or which can be accessed via, the Application.

6.3 No responsibility can be assumed by LumApps for hosting any Third-Party Software and for any unavailability of or faults in any Third-Party Software.

7. Warranties

LumApps represents, warrants and agrees: (a) that LumApps's Application will not infringe or misappropriate the intellectual property or proprietary rights of any third party, violate applicable law, or contain viruses (c) that LumApps has full power, right and authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to Customer herein; and (e) that LumApps has not previously or otherwise granted nor will in the future grant any rights to any third party which conflict with the rights herein granted by LumApps.

Except as otherwise provided in this Agreement, LumApps makes no warranties relating to the Application or Services and expressly disclaims all warranties, express or implied, including without limitation those of merchantability, or fitness for a particular purpose. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

8. Intellectual Property

The Application and Documentation (and any modifications and updates to the Application and Documentation) and all Intellectual Property rights are, and will remain, the exclusive property of LumApps. Those works are protected by copyright laws and treaties around the world. Except as expressly stated herein, the Terms do not grant the Customer any rights to or in any such Intellectual Property rights, or any other rights regarding the Application and/or Services.

9. Indemnity

Customer shall indemnify, defend and hold harmless LumApps, its affiliates, officers, directors, employees, consultants, agents, and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from Customer or Authorized Users use of the Services, violation of these Terms, the infringement or violation by Customer or Authorized Users, of any intellectual property relating to the Services or other right of any person or entity.

LumApps shall indemnify, defend and hold harmless Customer, its affiliates, officers, directors, employees, consultants, agents, and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees as and when incurred) arising from the Application infringes or misappropriates any patent, copyright, trademark or trade secret of any intellectual property of a third party or other right of any person or entity. LumApps further agrees to defend, at its own expense, Customer from any and all claims, demands, suits, or proceedings brought against Customer by a third party to the extent such a claim arises from LumApps's breach of applicable law, Section 6 (Confidentiality) or Exhibit B (Data Protection).

10. Liability

10.1 LumApps shall ensure the availability and continuity of the Application. However, LumApps shall not in any way be held responsible for any malfunction of the Application due to maintenance, technical problems, network congestion or failure of any other remote transmission system, which could prevent the application from functioning.

10.2 LumApps does not guarantee the continuity and quality of the communication links with the Customer. Thus, access to the Application may be interrupted without notice for a reasonable period of time, in particular for maintenance reasons or for any other reason than a fault of LumApps.

10.3 LumApps shall not be held liable in the event of a bad execution of the Services caused by incorrect information or information that would have not been updated by the Customer.

10.4 Except for either Party's breach of: a) its indemnification obligations in Section 9, or b) Section 4 (Confidentiality), in no event shall either party be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever (including but not limited to loss of data, loss of business profits, business interruption, computer failure, loss of business information), arising out of or caused by the Service.

10.5 Except for LumApps breach of it's a) indemnification obligations in Section 9, b) Section 4 (Confidentiality), or c) Exhibit B (Data Protection), the sole and exclusive remedy for any dispute with LumApps related to any of the Service shall be termination of such Service. In no event shall either party's entire liability in respect of any Service exceed an amount which cannot be higher of six (6) months of amount paid by Customer for the Service that is

subject to the subject. Provided, however, that the maximum liability of either party for breach of Exhibit B (Data Protection) shall not exceed five million dollars ($5,000,000).

11. Term and Termination

11.1. Term. These Terms will commence on the date on which the Customer starts using the Services and will automatically terminate at the end of the Subscription period unless Customer renews its rights. Either party may terminate these Terms if the other party commits a material breach of these Terms and fails to cure such breach within thirty (30) days following receipt of notice of the breach. This right to terminate applies accordingly if LumApps does not receive timely payment for the Services.

Customer may terminate the Order related to the Application at any time, with thirty (30) days' notice to LumApps and the reseller, if LumApps switches its cloud infrastructure. The current cloud infrastructure is Google Cloud. Upon termination, LumApps will, within 30 days, refund of any prepaid Subscription Fees for the balance of the unused portion of the Services as of the date of termination. If Customer has not prepaid any Subscription Fees, Customer agrees to pay all amounts due or accrued as of the date of such termination.

11.2. Effect of Termination. Upon expiration or termination of these conditions:

11.2.1 all rights granted automatically terminate and Customer shall cease immediately to use the Application and Documentation;

11.2.2 the Customer shall return or destroy all copies of the Application and, Documentation and other items (and any copies thereof) and LumApps shall return or destroy all copies of the Customer Data and other items (and any copies thereof) in accordance with its Post-Termination Obligations below.

11.2.3 upon termination by Customer according to Section 11.1 of this Agreement, LumApps will refund within thirty days after such termination a pro-rata portion of pre-paid fees for unused Subscriotion Fee.

11.2   4 Post-Termination Obligations. For 9   0 days following any termination of this Agreement LumApps will grant Customer limited access to the Application solely for purposes of Customer's retrieval of its Customer Data. After such 9   0 day period, LumApps will delete the Content unless legally prohibited.

 Content, which will be subject to a 9   0-day retrieval period as described below), including (in the case of Customer)the Documentation and (iii)if requested by either party, the other party will promptly provide to such party a written certification signed by an authorized representative certifying to such destruction.

12. Export Restrictions

Services, or portion thereof may be subject to the export control laws of the United States. Customer shall not export, re-export, divert, transfer or disclose any portion of the Service or any related technical information or materials, directly or indirectly, in violation of any applicable export laws or regulations.

13. Publicity

. Subject to Customer's written approval in each instance, LumApps may describe AppDynamics' business in an agreed-upon case study and use AppDynamics' trade name and/or logo (the "Marks") to promote the case study in its marketing materials, including LumApp's website and social media (collectively, "Marketing Materials").

The parties acknowledge that AppDynamics must approve the final written communication or version of any Marketing Materials, prior to LumApps's publication. LumApp's use of AppDynamics' logo shall comply with AppDynamics' branding guidelines. LumApps agrees that any case study may only be published by LumApps after six months from the date of execution of the Order.

Upon AppDynamics' request, in AppDynamics' sole discretion, LumApps must immediately discontinue use of the Marks.

14. Force Majeure

LumApps will have no liability to the Customer if it is prevented from or delayed in performing its obligations under these conditions by acts, events or omissions beyond its reasonable control, including strikes or other industrial disputes, failure of a utility service or transport network, any failure or interruption of any telecommunications network, distributed denial-of-service attacks or any other malicious attacks, act of God, war, riot, malicious damage, compliance with any law, order, rule or regulation, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. LumApps will notify the Customer of such an event and its expected duration.

15. Governing Law and Jurisdiction.

These Terms and any disputes or claims relating to or in connection with these Terms (including non-contractual disputes or claims) are governed by the laws of Delaware and state and federal courts sitting in the State of Delaware will have exclusive jurisdiction .

LumApps, Inc.:

Signature: *Sébastien RICARD*
DocuSigned by:
D099DB6B6A5041E...

Name: Sébastien RICARD

Title: CEO

Date: 15 avril 2021 | 09:54 CEST

AppDynamics LLC:

Signature: *Craig Wickersham*
DocuSigned by:
CE58CECBACD1486...

Name: Craig Wickersham

Title: General Counsel

Date: April 15, 2021

EXHIBIT A - LUMAPPS SLA

Definitions
- **Availability** shall have the meaning set out in paragraph 2 of Part B of this Schedule.
- **Business Day**:
    - for EMEA Customers Monday to Friday, except banking holidays in France;
    - for NAM and LATAM Customers: Monday to Friday, except banking holidays in the US;
    - for APAC Customers: Monday to Friday, except banking holidays in Japan.
- **Business Hours**:
    - for EMEA Customers: 9 AM to 6 PM French time;
    - for NAM and LATAM Customers: 9 AM to 6 PM ET;
    - for APAC Customers: 9 AM to 6 PM Japan time.
- **Downtime:** the total minutes in the month during which the Services are not available, except for Excluded downtimes specified in PART B - 1 of this Schedule.
- **Incident** shall mean any issue or problem with any function of the Application which is specifically linked to an issue affecting the Application.
- **Response Time**: the time elapsed between the opening of a ticket by the Customer and the first diagnosis given by a qualified member of LumApps.
- **Unavailable** shall mean in respect of the Application, where the live production version of the Application is unavailable for use by Authorised Users for at least 5 consecutive minutes, excluding any unavailability that is caused by any of the events set out in paragraphs 1(a) to 1(e) of Part B of this Schedule.
- **Unavailability** shall be construed accordingly.

Part A – Support Services

1. Support Services

A. The Support Services cover:

- Incident investigation;
- the Incident solving approach which may consist of the installation or the provision of alternative resolution or of a temporary or permanent update of the Application;
- certain routine maintenance tasks; and
- provision of updates of the Application.

B. The Support Services shall exclude (and LumApps shall not be required to provide any support in connection with):
- any Incident resulting from the failure of the Customer or any Authorised User to comply with this Agreement, or the failure of the Customer and/or Authorised User to read and act in accordance with the Documentation;
- any Incident resulting from the Customer's or any Authorised User's misuse, alteration or combination of the Services with any hardware or software not identified as compatible by LumApps;
- any Incident which is attributable to any Third Party Software with which the Application is integrated; or

and LumApps shall not be required to provide Support Services where the Super Administrators are not adequately and appropriately trained in respect of the use of the Application.

C. In order to benefit fully from the provision of the Support Services, the Customer must:
- ensure that all requests for Support Services are transmitted to LumApps in accordance with the terms of this Agreement; immediately report any Incident with the Application or the Services to LumApps and provide all information required in order for LumApps to locate and replicate the Incident;

- ensure that its Super Administrators are adequately and appropriately trained in respect of the use of the Application; and
- authorise LumApps to contact the Customer's Super Administrator(s) in connection with the Support Services

2. Support Procedure

A. The LumApps help desk (**Help Desk**) shall be responsible for handling all requests for Support Services on behalf of LumApps. The Customer shall contact the Help Desk via the web portal found at http://support@lumapps.com.

B. LumApps will ensure the Help Desk is staffed during Business Hours on Business Days during the Term.

C. The Customer shall provide as much information as possible in respect of any Incident, to enable the Help Desk to investigate the Incident and to reproduce operating conditions similar to those present when the Customer detected the relevant Incident, and shall allow remote access to its systems, if required by the Help Desk.

D. The Help Desk shall undertake a preliminary investigation of the Incident and shall allocate it to one of the priority levels set out in paragraph 4 below.

3. **Priority Levels**

LumApps shall use reasonable endeavours to respond to notification of and resolve an Incident in accordance with the following priority levels depending on the severity of the Incident:

Category	Description	Target Response Time
1	The Incident causes the Application to fail to operate completely or causes use of the Application to be substantially impaired.	Acknowledgement of the notification of the Incident within one (1) Business Hour
2	Any Incident that does not fall into priority level 1 above, including where any functionality of the Application is impaired but use of the Application is not substantially impaired.	Acknowledgement of the notification of the Incident within four (4) Business Hour

For the avoidance of any doubt, the response and resolution times set out in the table above are key performance indicators (**KPIs**) only and failure to achieve any of these KPIs shall not be deemed a breach of this Agreement

4. Routine Maintenance

A. As and when LumApps deems necessary, LumApps shall provide a general maintenance update to resolve minor issues with the Application and shall undertake other routine maintenance tasks in relation to the Services.

B. LumApps shall use reasonable endeavours to give the Customer 72 Business Hours' notice of any planned maintenance and shall use reasonable endeavours to ensure that such maintenance does not exceed two (2) hours per month. However, the Customer acknowledges that there may be occasions where, in order to remedy problems with the provision of the Services to other customers, it is necessary for LumApps to undertake emergency works upon LumApps's server and interrupt the availability of the Services in respect of which it is not able to give notice. To the extent it is able to do so, LumApps shall use reasonable endeavours to provide notice to the Customer of any such emergency works, where practically possible.

5. Updates

LumApps may produce periodic updates to the Application free of charge to Customers with a valid support contract which may improve the functionality of the Application or contain error corrections.

Part B – Service Level

1. LumApps shall use reasonable endeavours to make the live production version of the Application available 99.9% of the time in each month, excluding any downtime occurring as a result of:

   (a) any planned or emergency maintenance as described in section 5 of Part A of this Schedule;

   (b) any outages or disruptions caused in whole or part by any act, omission or default by the Customer, any Permitted Affiliate, any Authorised User or by any third party (except to the extent that such outages or disruptions are caused by third parties sub-contracted by LumApps to perform the Services), including any outages or disruptions caused by denial-of-service attacks or distributed denial-of-service attacks;

   (c) any outages or disruptions caused in whole or part by any fault with or unavailability of any Third Party Software which is integrated with or which interfaces with the Application;

   (d) any outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 12 of the T&Cs, or any problems with the Customer's network or internet connection, or any of the Customer's hardware and other devices used to gain access to the Application; and

   (e) any preventative measures taken to counter a denial-of-service attack which causes an interruption to the Application.

2. Availability measurement begins on the first day of the first calendar month. Availability measurements shall be carried out by LumApps and are calculated at the end of each calendar month using the following formula:

$$\frac{\text{the total number of minutes in the month} - \text{the number of minutes in which the Application is Unavailable in the month}}{\text{the total number of minutes in the month}} \times 100 = \text{Availability}$$

3. The status of the Application is available at http://status.LumApps.com.

Part C - Service Credits

1. In the event of a failure to achieve the Service Level set out in Part B of this Schedule, subject to any exclusions or limitations set out in this Part C of the Schedule, the Customer will be eligible for a service credit as detailed below:

Monthly Availability percentage	Service credit (in days)
< 99.9% to ≥ 99.0%	3

< 99.0% to ≥ 95.0%	7
< 95.0%	15

Service credits will be issued as additional days in which LumApps will provide the Services free of charge and will be added to the end of the Initial Term or relevant Renewal Term. Service credits are not transferable and may not be exchanged for any cash refund or credit against sums payable to LumApps. The maximum service credit that can be claimed in respect of any Unavailability in a single month is 15 days.

2. To receive a service credit, the Customer must contact LumApps within thirty (30) days of the Unavailability and request a service credit. LumApps shall not be liable to provide any service credit where the Customer has failed to submit its request to LumApps within such period. The Customer shall not be entitled to a service credit if it is in breach of any of the terms of this Agreement (including without limitation its payment obligations) until the Customer has remedied   such   breach.

3. If LumApps's failure to meet the commitments set forth in the SLA results in Customer receiving a 15 day service credit (or more) three (3) times   in any rolling three (3)   month period, Client shall have the right to terminate the Agreement and receive a refund of any pre-paid fees for unused Subscription Fee.

4. Notwithstanding any other provision in this Agreement, the Customer's sole and exclusive remedy, and LumApps's entire obligation and liability under this Agreement, in respect of any failure to achieve the Service Level or the performance and/or unavailability of the Application and/or Services, shall be the Customer's entitlement to receive service credits in accordance with the terms set out in this Part C of the Schedule.

EXHIBIT B - DATA PROTECTION EXHIBIT

This Data Protection Exhibit ("**DPE**") outlines the terms and conditions with which the Parties must comply with respect to processing Personal Data and applies to the extent that LumApps processes or has access to Protected Data in the Performance of its obligations to Customer. This DPE is governed by the terms of the applicable agreement entered into by and between the Parties ("the **Agreement**") including, but not limited to any limitations or exclusions of liability set forth in the Agreement, and, together with the Agreement, comprises the complete agreement between the Parties. This DPE, together with the Agreement, is the complete agreement between the Parties and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This DPE may only be modified by a written document executed by the Parties hereto.

1.   Definitions.

"**APEC**" means the Asia Pacific Economic Cooperation, a regional economic forum established in 1989 to leverage the growing interdependence of the Asia Pacific. See www.apec.org for more information.

"**APEC Member Economy**" means the 21 members of APEC: Australia, Brunei Darussalam, Canada, Chile, China, Hong Kong, China, Indonesia, Japan, Republic of Korea, Malaysia, Mexico, New Zealand, Papua New Guinea, Peru, Philippines, Russia, Singapore, Chinese Taipei, Thailand, United States, and Vietnam.

"**Applicable Laws**" means all laws, regulations, regulatory policies, guidelines or industry codes which at any time during the term of the Agreement apply to the transfer and/or processing of Personal Data. This includes but does not limit Regulation 2016/679 of the European Parliament and of the Council "on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data" (hereafter the "General Data Protection Regulation" or "GDPR"), and the California Consumer Privacy Act ("CCPA");

 "**Approved Jurisdiction**" means a member state of the European Economic Area, or other jurisdiction as may be approved as having adequate legal protections for data by the European Commission currently found here: http://ec.europa.eu/justice/dataprotection/internationaltransfers/adequacy/index_en.htm.g.

"**EEA**" or "**European Economic Area**" means those countries that are members of European Free Trade Association ("EFTA"), and the then current, post accession member states of the European Union.

"**Data Subject**" means the individual to whom Personal Data relates.

"**Information Security Incident**" means a successful or imminent threat of unauthorized access, use, disclosure, breach, modification, theft, loss, corruption, or destruction of information; interference with information technology operations; or interference with system operations.

"**Personal Data**" means any information that is about, or can be related to, an identifiable individual. It includes any information that can be linked to an individual or used to directly or indirectly identify an individual, natural person. Personal Data shall be considered confidential information regardless of the source. Personal Data is Protected Data.

"**Protected Data**" means administrative data, confidential information, customer data, financing data, support data, telemetry data, and all Personal Data.

2.   Default Standards.

   2.1. The security measures referred to in this DPE shall include, at a minimum (i) ISO 27001 certification and a written information security program (ii) routine risk assessments of LumApps's information security program, (iii) regular testing and monitoring to measure and confirm the effectiveness of the information security program's key controls, systems, and

procedures. Further, LumApps shall protect all Personal Data stored on electronic databases, servers, or other forms of nonmobile devices against all reasonably anticipated forms of compromise.

2.2. Any ambiguity in this DPE shall be resolved to permit Customer to comply with all Applicable Laws. In the event and to the extent that the Applicable Laws impose stricter obligations on the LumApps than under this DPE, the Applicable Laws shall prevail.

3. <u>Data Protection and Privacy</u>. The Parties agree that, for Personal Data, Customer shall be the Data Controller and LumApps shall be the Data processor.

3.1. Customer shall in its use of LumApps's products and/or services ("Products and/or Services"), comply with Applicable Laws, including maintaining all relevant regulatory registrations and notifications as required under Applicable Laws; ensure all instructions given by it to LumApps in respect of Personal Data shall at all times be in accordance with Applicable Laws; have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, including providing any required notices to, and obtaining any necessary consent from, its employees, agents or third parties to whom it extends the benefits of the Products and/or Services; and keep the amount of Personal Data provided to LumApps to the minimum necessary for the performance of the Products and/or Services.

3.2. If LumApps has access to or otherwise processes Personal Data, then LumApps shall implement and maintain commercially reasonable and appropriate physical, technical, and organizational security measures described in this DPE designed to protect Personal Data against accidental or unlawful destruction; accidental loss, alteration, unauthorized disclosure or access; all other unlawful forms of processing; and any Information Security Incident; take reasonable steps designed to ensure the reliability of its staff and that they are subject to a binding written contractual obligation with LumApps to keep the Personal Data confidential and any other person acting under its supervision who may come into contact with, or otherwise have access to and process Personal Data; and require that such personnel are aware of their responsibilities under this DPE and any Applicable Laws (or LumApps's own written binding policies that are at least as restrictive as this DPE); appoint data protection lead(s). Upon request, LumApps will provide the contact details of the appointed person and assist Customer as reasonably needed to respond to requests from supervisory authorities, data subjects, customers, or others to provide information (including details of the Services provided by LumApps) related to LumApps's processing of Personal Data.

   a) If LumApps processes Personal Data in the course of Performance of its obligations to Customer, then LumApps shall also:

- only process the Personal Data in accordance with Customer's documented instructions in the Attachment B of this DBE but only to the extent that such instructions are consistent with Applicable Laws. If LumApps reasonably believes that Customer's instructions are inconsistent with Applicable Laws, LumApps will promptly notify Customer of such;
- if required by Applicable Laws, court order, warrant, subpoena, or other legal or judicial process to process Personal Data other than in accordance with Customer's instructions, notify Customer of any such requirement before processing the Personal Data (unless Applicable Laws prohibit such information on important grounds of public interest);
- only Process Personal Data on its systems or facilities to the extent necessary to Perform its obligations solely on behalf of Customer and only for purposes contemplated by the Parties;
- maintain reasonably accurate records of the processing of any Personal Data received from Customer under the Agreement;
- not lease, sell, distribute, or otherwise encumber Personal Data;

- provide reasonable cooperation and assistance to Customer in allowing the persons to whom Personal Data relate to have access to their data and to delete or correct such Personal Data if they are demonstrably incorrect (or, if Customer or Customer's customer does not agree that they are incorrect, to have recorded the fact that the relevant person considers the data to be incorrect);
- provide such assistance as Customer reasonably requests (either on its own behalf or on behalf of its customers), and LumApps or a Representative is reasonably able to provide, with a view to meeting any applicable filing or similar requirements in relation to Applicable Laws;
- promptly and to the possible extent, notify Customer of any investigation, litigation, arbitrated matter, or other dispute relating to LumApps's information security or privacy practices as it affects Customer Personal Data   ;
- provide such reasonable information and assistance as Customer reasonably requires (taking into account the nature of processing and the information available to LumApps) to Customer in ensuring compliance with Customer's obligations under Applicable Laws with respect to: security of processing; data protection impact assessments (as such term is defined by Applicable Laws); prior consultation with a supervisory authority regarding high risk processing; and notifications to the supervisory authority and/or communications to Data Subjects by Customer in response to any Information Security Incident; and, on termination of the DPE for whatever reason, or upon written request at any time during the Term, LumApps shall cease to process any Personal Data received from Customer, and within a reasonable period will, at the request of Customer: (1) provide access to retrieve   all Personal Data; or (2) securely and completely destroy or erase all Personal Data in its possession or control unless such return or destruction is not feasible or continued retention and processing is required by Applicable Laws. At Customer's request, LumApps shall certify to Customer in writing confirming that it has fully complied with this clause.

3.3. <u>Standard Contractual Clauses for the processing of Personal Data</u>. If, and only with Customer's has Personal Data from the EEA or Switzerland and transfer it to   a jurisdiction that is not an Approved Jurisdiction, Customer will ask LumApps to enter into the Standard Contractual Clause and   he Standard Contractual Clauses set forth in Attachment A will apply. If such Standard Contractual Clauses are superseded by new or modified Standard Contractual Clauses, the Parties shall promptly enter into the new or modified Standard Contractual Clauses, as necessary. In addition to the sub-processors listed in   Appendix 1   , if LumApps subcontracts to new suprocessors, any processing of Personal Data   , LumApps will:

a) Notify Customer in advance of such processing and provide Customer an opportunity to object prior to processing and if Customer reasonably objects and   the Parties do not mutually achieve an alternative, the applicable Performance that is the subject matter of the objection shall terminate; and

b) Require that LumApps's subprocessors have entered into written agreements with LumApps in which the subprocessors agree to abide by terms consistent with the applicable portions of the Standard Contractual Clauses with respect to such Personal Data.

4. <u>Subprocessing</u>.

4.1. LumApps shall have a documented security program and policies that provide (i) guidance to its subprocessors with respect to ensuring the security, confidentiality, integrity, and availability of personal data and systems maintained or processed by LumApps; and (ii) express instructions regarding the steps to take in the event of a compromise or other anomalous event.

4.2. LumApps shall not subcontract its DPE obligations to another person or entity, in whole or in part.

4.3. LumApps will execute a written agreement with such approved subprocessors containing terms at least as protective as this DPE and the applicable Exhibits (provided that LumApps shall not be entitled to permit the subprocessor to further subcontract or otherwise delegate all or any part of the subprocessor's processing without LumApps's prior notice and opportunity to object). Further, if privity of contract is required by Applicable Laws, LumApps shall procure that any such subprocessors cooperates and enters into any necessary additional agreements directly with Customer.

4.4. LumApps shall be liable and accountable for the acts or omissions of its Affiliates' officers, directors, employees, agents, contractors, temporary personnel, subprocessors, subcontractors, and consultants to the same extent it is liable and accountable for its own actions or omissions under this DPE.

4.5. Customer acknowledges and expressly agrees that LumApps's Affiliates may be retained as subprocessors, and (b) LumApps's Affiliates respectively may engage thirdparty subprocessors in the course of Performance. LumApps shall make available to Customer a current list of subprocessors for the respective Services with the identities of those subprocessors ("Subprocessor List") in this webpage.

5. Rights of Data Subjects.

5.1. Data Subject Requests. LumApps shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject for access to, correction, portability, or deletion of such Data Subject's Personal Data. Unless required by Applicable Laws, LumApps shall not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to Customer. In addition, LumApps shall provide such information and cooperation and take such action as Customer reasonably requests in relation to a Data Subject request.

5.2. Complaints or Notices related to Personal Data. In the event LumApps receives any official complaint, notice, or communication that relates to LumApps's processing of Personal Data or either Party's compliance with Applicable Laws in connection with Personal Data, LumApps shall promptly notify Customer and, to the extent applicable, LumApps shall provide Customer with reasonable cooperation in relation to any such complaint, notice, or communication. Customer shall be responsible for any reasonable costs arising from LumApps's provision of such assistance.

6. Choice of Law. The validity, interpretation, and performance of this DPE shall be governed by and construed according to the terms of the Agreement. .

7. Attorneys' Fees. Subject to Section 10 of the Agreement (Liability), i n any suit or proceeding relating to this DPE the prevailing Party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this DPE and shall survive expiration or termination and shall not be merged into any such judgment.

8. No Waiver. The waiver by either Party of any right provided under this DPE shall not constitute a subsequent or continuing waiver of such right or of any other right under this DPE.

9. Severability. If one or more terms of this DPE become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such part or term shall be null and void and shall be deemed deleted from this DPE. All remaining terms of this DPE shall remain in full force and effect. However, if this paragraph is invoked and, as a result, the value of this DPE is materially impaired for either Party, then the affected Party may terminate this DPE by written notice with

immediate effect.

10. <u>Notices</u>. All notices required or permitted under this DPE shall be in writing. Notices will be deemed to have been given (i) one day after the sending electronic mail as follows:
- for LumApps: privacy@lumapps.com with a copy to legal@lumapps.com
- For Customer:

ATTACHMENT A OF EXHIBIT B
STANDARD CONTRACTUAL CLAUSES

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection (These can be located in their original text on the European Commission website.)

For purposes of this Attachment A: any reference to "data exporter" means Customer, acting as data exporter on behalf of its EEA or Swiss customer(s) where applicable, and any reference to "data importer" means LumApps each a "party"; together "the parties".

Name of the data exporting organisation:
Address:
Telephone:
E-mail:

<div align="center">(the data exporter)</div>

And
Name of the data importing organisation: LumApps, Inc.
Address:
Telephone:
E-mail: legal@lumapps.com

<div align="center">(the data importer)
each a 'party'; together 'the parties'</div>

The parties have agreed on the following Standard Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1. Definitions. For the Purposes of the Clauses.

"**personal data**", "**special categories of data**", "**process/processing**", "**controller**", "**processor**", "**data subject**" and "**supervisory authority**" shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

"**the data exporter**" means the controller who transfers the personal data;

"**the data importer**" means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

"**the subprocessor**" means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

"**the applicable data protection law**" means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

"**technical and organisational security measures**" means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised

disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2. Details of the Transfer.

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3. Third-party Beneficiary Clause.

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as thirdparty beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such thirdparty liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4. Obligations of the Data Exporter.

The data exporter agrees and warrants:

a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Attachment A to this contract;

d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

e. that it will ensure compliance with the security measures;

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f.   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

g.   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

h.   to make available to the data subjects upon request a copy of the Clauses, with the exception of Attachment A, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

i.   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

j.   that it will ensure compliance with Clause 4(a) to (i).

Clause 5. Obligations of the Data Importer.

The data importer agrees and warrants:

a.   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

b.   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

c.   that it has implemented the technical and organisational security measures specified in Attachment A before processing the personal data transferred;

d.   that it will promptly notify the data exporter about:

  4.i   (i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

  4.ii   (ii)   any accidental or unauthorised access, and

  4.iii   (iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

e.   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

f.   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an

inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Attachment A which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

h. that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

i. that the processing services by the subprocessor will be carried out in accordance with Clause 11;

j. to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6. Liability.

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7. Mediation and Jurisdiction.

1. The data importer agrees that if the data subject invokes against it thirdparty beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8. Cooperation with Supervisory Authorities.

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9. Governing Law.

The Clauses shall be governed by the law of the Member State in which the data controller is established, namely ...

Clause 10. Variation of the Contract.

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11. Subprocessing.

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a thirdparty beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such thirdparty liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data controller is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12. Obligation After the Termination of Personal Data Processing Services.

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal

data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

3.

On behalf of the data exporter:

Name (written out in full): ...

Position: ...

Address: ...

On behalf of the data importer: LumApps, Inc.

Name (written out in full):

Position:

Address:

Signature:

APPENDIX 1 TO ATTACHMENT A
THE STANDARD CONTRACTUAL CLAUSES

This Appendix 1 forms part of the Clauses.

Data exporter. The data exporter is Customer, acting as data exporter on behalf of itself or a customer where applicable. Activities relevant to the transfer include the performance of services for Customer and its customer(s).

Data importer. The data importer is LumApps. Activities relevant to the transfer include the performance of services for Customer and customers.

Data subjects. The personal data transferred may concern the following categories of data subjects: as set out in the table Description of Personal Data Processing below.   .

Categories of data. The personal data transferred may concern the following categories of data: as set out in the table Description of Personal Data Processing below.

Special categories of data. The personal data transferred may concern the following special categories of data: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union memberships, and data concerning health or sex life, and data relating to offenses, criminal convictions or security measures.

Processing operations. The personal data transferred may be subject to the following basic processing activities, as set out in the table Description of Personal Data Processing below.

ATTACHMENT B OF EXHIBIT B
DESCRIPTION OF PERSONAL DATA PROCESSING

Description	Details
Purpose	Use of the Services
Processing activities	- Support and management of customer business operations; - Supply a directory of the users; - Improvement of user experience and fostering of the adoption and design features that fit user needs; - Monitoring for metrics, traces and logs to perform LumApps support and security duties; - Storage.
Duration of the processing	The duration of the applicable agreement and 3 months after in order to provide Customer the possibility to retrieve personal data
Categories of personal data	Name, address, title, position, telephone, e-mail address, IP address, Usernames, passwords and any other Personal Data voluntarily provided by the users of the Application and/or Customer in the Application (example: job location, date of birth, hobbies, HR registration number, etc).
Categories of persons concerned	Users as described in the applicable order or the agreement.
List of Subprocessors	https://www.lumapps.com/legal/lumapps-platform-subprocessors/

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APPENDIX 2

TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

Data Importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the applicable Services, as updated from time to time, and made reasonably available by Data Importer upon request. In addition, Data Importer performs audits from time to time that include an assessment of the Security Specifications.

DATA EXPORTER   Name: Authorised Signature:

DATA IMPORTER   Name: Authorised Signature: