



Master License and Services Agreement - General Terms and Conditions

This Master License and Services Agreement (“Agreement”) and applicable Attachments and Transaction Documents (TDs) governs the access and use of ReaQta BV, an IBM Company (“ReaQta”)’s products and services (collectively ReaQta Products), and any updates and modifications thereto. TDs detail the specifics of transactions such as charges and a description of and information about the Product. Examples of TDs include statements of work, service descriptions, ordering documents, supplements, or invoices. Attachments provide supplemental terms that apply to certain types of Products, such as product capacity or trial services. In the event of conflict, an Attachment prevails over this Agreement.

THE “EFFECTIVE DATE” OF THIS AGREEMENT IS THE DATE IDENTIFIED IN ANY APPLICABLE QUOTATION ISSUED BY REAQTA OR ANY AUTHORIZED PARTNER. IF YOU HAVE EXECUTED A SEPARATE AGREEMENT WITH REAQTA OR A REAQTA AUTHORIZED PARTNER SPECIFIC TO THIS TRANSACTION, THAT SEPARATE AGREEMENT WILL TAKE PRECEDENCE AS TO THE TERMS AND CONDITIONS APPLICABLE TO YOUR TRANSACTION.

ReaQta and **Client** are sometimes collectively referred to as the “**Parties**” and singularly as a “**Party**”.

Whereas, “**ReaQta**” is in the business of developing, marketing and licensing the ReaQta Software (as defined below) designed to enable the analysis, detection and remediation of cyber-attacks, and

Whereas, the “**Client**” desires to obtain from ReaQta, and ReaQta desires to grant to Client, a license to install, access and/or use the ReaQta Software, subject to the terms and conditions of the Agreement (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual promises and conditions contained in the Agreement the Parties agree as follows:

1. Definitions

- 1.1 “**Agreement**” means this Corporate License and Services Agreement between ReaQta and Client, constituted by (i) each Quotation (as defined below) executed with the Client, (ii) any schedules, attachments and/or exhibits attached to any such Quotation and (iii) these General Terms and Conditions (as hereinafter defined).
- 1.2 “**Business Day**” or “**business day**” means a day from Monday through Friday that is not a national holiday, state holiday or official bank holiday in the respective and applicable jurisdictions.
- 1.3 “**Confidential Information**” means any nonpublic information, data, materials, intellectual property rights, trade secrets, patents, copyrights, designs, techniques, plans or know-how or any information which by its nature would be understood to be confidential, whether or not marked or designated as confidential at any time, of either Party and in any form or media disclosed by or on behalf of a Party (“**Discloser**”) to the other Party (“**Recipient**”) under the Agreement. It is understood and agreed that the Disclosing Party will not furnish to the Receiving Party any source code, information subject to export controls or “personal information” within the meaning of the General Data Protection Regulation (GDPR) or other applicable law, or other non-public personal information of any natural person, except as the Parties may expressly agree in a written supplement hereto.

Confidential Information does not include information which Recipient can prove by Recipient’s contemporaneous written files and records: (i) is lawfully in the possession of or known to the Recipient prior to the time of disclosure, without violation of any obligation of confidentiality; (ii) prior to or after the time of disclosure is or becomes publicly known other than as a result of any improper inaction or action of the Recipient; (iii) is lawfully made available to the Recipient by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iv) is developed independently by the Recipient without use of any Confidential Information of the Discloser; (v) is made available to third parties by the disclosing party without restriction on the disclosure of such information; or (vi) is approved by the disclosing party for release in writing.
- 1.4 “**Contract Fees**” means the Subscription Fee for the use of the ReaQta Software, and any Professional Services Fees, as applicable, during the applicable Subscription Period. The Contract Fees are detailed in the applicable Quotation.
- 1.5 “**Cloud Services**” shall mean the online, standard web-based application services made generally

available by ReaQta on a subscription basis and identified on the applicable Order or Quote.

- 1.6 **“Documentation”** means any and all documentation and material pertaining to the ReaQta Software, in any form, provided by ReaQta to Client pursuant to the Agreement, including via any of ReaQta’s then-current online platforms, for use in conjunction with the ReaQta Software, but does not include any material maintained by ReaQta as marketing material however distributed.
- 1.7 **“Endpoint”** means a computing device that is supported by a ReaQta Agent, including but not limited to a desktop, server, laptop, workstations and virtual machines.
- 1.8 **“Export Controls and Economic Sanctions Laws”** means all laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.
- 1.9 **“Client’s Sites”** means those physical locations at which Client’s and its employees’, independent contractors’, agents’, or other representatives’, computing devices, including but not limited to desktop, portable, mobile, “internet of things” and other connected devices, as applicable to the ReaQta Software, are permitted under the Agreement to be used, consistent with the quantity of Endpoints permitted.
- 1.10 **“ReaQta Package”** means the ReaQta Software, any Documentation and/or any Confidential Information of ReaQta and of providers of any third party software included in the ReaQta Software.
- 1.11 **“Internal Use”** means access or use solely for Client and its Affiliates for its own internal security purposes.
- 1.12 **“Partner”** means an individual or an entity legally authorized by ReaQta to sell Subscriptions to the ReaQta Software or Professional Services directly or indirectly to end-user Clients.
- 1.13 **“Privacy Policy”** means ReaQta’s Privacy Policy, as amended or supplemented from time to time, presently located at: <https://www.reakta.com/privacy-policy>
- 1.14 **“Professional Services”** means those professional services that may be provided by ReaQta, or on its behalf, as pursuant to the Quote, or if applicable, a separate **“Statement of Work”** (SOW) executed by both parties, but does not include Cloud or separate service level agreement (each, a **“Service Level Agreement”**) entered into by the Parties accompanying a Quotation, which will expressly reference such Quotation, the initial Quotation, each other Quotation as applicable to the services to be rendered, and the Agreement, and be subject to the terms and conditions of each thereof. Services constituting Professional Services are external to services provided as part of the ReaQta Software.
- 1.15 **“Professional Services Fees”** has the meaning set forth in Section 6.2.
- 1.16 **“Prohibited Person”** means any individual or entity that is (i) on the Consolidated list of persons, groups and entities subject to EU financial sanctions, or (ii) the targets of any Export Controls and Economic Sanctions Laws.
- 1.17 **“Quotation”** means one or more written quotation documents provided by ReaQta or an authorized Partner, as applicable to Client, in each case as executed by ReaQta or such authorized Partner, as applicable, and Client, specifying certain terms and conditions relating to Client’s use of the ReaQta Software, as described in greater detail in Section 5 hereof. The Client’s rights as a Client of the ReaQta Software will be initiated by an initial Quotation executed by the ReaQta or (subject to execution of these General Terms and Conditions by the Client with the ReaQta) such Partner, as applicable, and the Client.
- 1.18 **“Renewal”** or **“renewal”** in reference to a Subscription Period means any one or more Subscription Periods that begin subsequent to the initial Subscription Period, on the terms and subject to the conditions, specified in the Quotation or any amendment thereto, and **“renew”** as a verb has the meaning commensurate therewith.
- 1.19 **“ReaQta Agent”** means a component provided by ReaQta subject to the Agreement that collects data about the events and operations occurring on each Endpoint, in the aggregate not exceeding the number of Endpoints specified in the Quotation.
- 1.20 **“ReaQta Software”** means the edition and version of ReaQta’s commercially available software specified in the applicable Quotation (or if a version is not specified, the current version of such software on the Effective Date of the General Terms and Conditions included in the Agreement) and includes new versions that may be provided to Client by ReaQta pursuant to the Agreement. This includes certain software associated with that edition and installed on the Endpoint or any on-premise software and/or cloud service hosted by or on behalf of ReaQta. The portions of the ReaQta Software that are delivered hereunder are licensed in object code form only, and are not sold.

- 1.21 “**Service Level Agreement**” (SLA) has the meaning set forth in the definition of Professional Services, including but not limited to security services provided by ReaQta, such as active monitoring, incident response, advanced analysis, threat hunting and remediation.
- 1.22 “**Specifications**” means the functional ReaQta Software specifications and technical requirements specified in the Documentation.
- 1.23 “**Statement of Work**” (SOW) has the meaning set forth in the definition of Professional Services, including but not limited to ReaQta Software deployment, ReaQta AI training, etc.
- 1.24 “**Start Date**” means the date specified in the applicable and executed Quotation for the commencement of a Subscription purchased by Client with respect to a ReaQta Software or Professional Service.
- 1.25 “**Subscription**” means the license to use the ReaQta Software during each Subscription Period, granted by ReaQta to Client on the Start Date pursuant to Section 2.
- 1.26 “**Subscription Fee**” means the fee payable in accordance with Section 5 in consideration of the grant of the Subscription pursuant to Section 2 to use the ReaQta Software during each Subscription Period. The Subscription Fee is specified in the applicable and executed Quotation.
- 1.27 “**Subscription Period**” means each period of time commencing on the date or dates specified in each applicable and executed Quotation as the Start Date in respect of which the Client has ordered and will pay Subscription Fees in respect of its use of the ReaQta Software and its receipt of Support and Maintenance. A Renewal Subscription Period is also a Subscription Period hereunder.
- 1.28 “**Support and Maintenance**” means the support and maintenance services to be provided by ReaQta to Client with respect to the ReaQta Software during the relevant Subscription Period, which will be performed in accordance with the terms specified in **Attachment A**.
- 1.29 “**User**” means Client’s (or, as applicable, Client’s wholly-owned subsidiaries’) employees, independent contractors, agents, or other representatives whose Endpoints are authorized for ReaQta Agent data collection pursuant to the terms of the Agreement.

2. **Subscription and License; Professional Services**

Subject to the terms and conditions of the Agreement, including, without limitation, the payment of the applicable Contract Fees:

- (a) In consideration of payment of the applicable Subscription Fee for a Subscription Period, ReaQta grants to Client and Client hereby accepts, a personal, non-exclusive, non-transferable (except as authorized herein) and non-sublicensable right, effective during each Subscription Period, to:
- (i) install such number of Endpoints as are specified in the Quotation at Client’s Sites,
 - (ii) grant the right to access and use the ReaQta Software to Users in accordance with this Agreement, and
 - (iii) use the ReaQta Software solely for Client’s internal cyber-security purposes in accordance with the Agreement and the Documentation.

Client is hereby authorized to install ReaQta Agents) on devices, and permit the use of the ReaQta Software by its wholly-owned subsidiaries at physical locations, that would qualify hereunder for such installation and use if such ReaQta Agents were installed at Client Sites; provided that all limitations and waivers of liability and disclaimers of warrant hereunder shall apply to such deployment and use.

The Subscription granted hereunder for each Subscription Period shall be fully effective at the commencement, and for the duration, of each Subscription Period, provided such Subscription shall terminate upon termination or expiration of the Agreement pursuant to Section 11. The Professional Services granted hereunder shall be fully effective upon the SOW and/or SLA commencement date, and shall terminate upon termination or expiration of the Agreement pursuant to Section 11.

- (b) ReaQta agrees to provide, on the terms and conditions set forth herein, Support and Maintenance with respect to the ReaQta Software as laid out in Section 6.
- (c) ReaQta agrees to provide, on the terms and conditions set forth herein, such Professional Services as Client may acquire as specified in one or more executed Quotations and/or the related SOW,

and/or SLA.

3. **Restrictions**

3.1 Except as otherwise specifically authorized by the Agreement, Client will not: (i) copy, modify, sublicense, sell, distribute, transfer, tamper with, reverse engineer, disassemble or decompile the ReaQta Package or any part thereof or otherwise attempt to derive or obtain the source code of the ReaQta Software or any part thereof; (ii) modify, improve or make derivative works incorporating the ReaQta Software or any part thereof, nor use the ReaQta Software or any part thereof as part of a service bureau to any third party or to provide commercial, rental or sharing arrangements for the benefit of any third party; (iii) remove and/or alter any copyright notices, trademark, logo or other proprietary or restrictive notice (hereinafter, collectively "**Proprietary Notices**") or legend affixed to, contained or included in, the ReaQta Package and Client will reproduce and copy all such Proprietary Notices on all copies of the ReaQta Package or any part thereof, made pursuant and subject to the terms of the Agreement; and/or (iv) disclose the results of any testing or benchmarking of the ReaQta Software to any third party. (v) use any feature of the ReaQta Package for any purpose other than in the performance of, and in accordance with, this Agreement

3.2 In making use of the ReaQta Software, Client and its authorized Users shall comply with all applicable laws, including data protection and privacy laws and Export Controls and Economic Sanctions Laws. Client shall cooperate as reasonably requested by ReaQta in confirming such compliance by Client and its authorized Users.

3.3 Clients shall not use the ReaQta Software in any ultra-hazardous environments, including any application that involves risk of death, personal injury, or severe property or environmental damage, or in any life support applications, devices.

4. **Title**

All title, right and interest in and to the ReaQta Software and developments and derivatives thereof, the related Documentation, Specifications and the ReaQta's Confidential Information, including all intellectual property rights pertaining thereto, are owned exclusively by ReaQta. Nothing in the Agreement shall constitute a waiver of ReaQta's rights under any law, or be in any way construed or interpreted as such.

5. **Quotations, Contract Fees, Payment Terms, Taxes and Late Payments**

5.1 In respect of each component of the ReaQta Software that the Client wishes to license and/or Support and Maintenance and/or Professional Services that Client wishes to purchase during the Subscription Period, ReaQta or Authorized Partner, as applicable, will issue to Client a Quotation (which may consist of separate Quotations for individual products and services to be covered under the Agreement),

Unless otherwise specified in the related Quotation (i) the initial Subscription Period ending on the Subscription End Date stated in the applicable Quotation unless the Agreement is terminated in accordance with the terms herein, as specified in Section 12.

Upon confirmation by the Parties of the terms set forth in a Quotation, such Quotation shall be duly executed, physically or by electronic means acceptable to ReaQta, by each respective Party and such Quotation, together with these General Terms and Conditions and other documents, as applicable, specified in the definition of Agreement hereunder, shall constitute the Agreement as of the Start Date stated in such Quotation.

Each Quotation will expressly incorporate by reference the General Terms and Conditions.

5.2 The Client will pay the applicable Subscription Fees and other Contract Fees for the ReaQta Software covered under the Agreement pursuant to the following payment terms:

(a) ReaQta or Partner, as applicable, will issue Client one or more invoices (referencing the Client Quotation Number) for all amounts due under the Agreement. The full amount of the Subscription Fees and other Contract Fees provided for hereunder is acknowledged as fully earned by ReaQta's entrance into the Agreement, as the agreed consideration for the grant of the Subscription, even if a Subscription Fee or other Contract Fee is specified as payable in installments during a Subscription Period or pursuant to separate invoices, and such installment payment methodology and separate invoicing is only for the convenience of Client.

(b) Payment of invoices received by Client (b) from Partner shall be in accordance with the terms

of Partner's agreements with Client and the instructions set forth by Partner in its invoice. Unless otherwise specified in the applicable Quotation, Client will pay to ReaQta, or to its order, invoices received from ReaQta, net thirty (30) days after the date of the invoice by electronic funds transfer to the payee or payees specified in accordance with the instructions set forth in the invoice to be paid or such other instructions provided to Client by ReaQta from time to time. Client agrees to pay the full amount thereof, without deduction, offset, setoff, counterclaim or reduction, recoupment or other charge. All pre-paid Professional Services shall be used within one (1) year from the date ordered, and any Professional Services not used are forfeited. ReaQta does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

- 5.3 Contract Fees are stated exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale or license of the ReaQta Software. Any such charges will be added to the Contract Fees or subsequently invoiced to the Client, with any such tax, duty or tariff collected by ReaQta for submission to the relevant taxing authority. In the event ReaQta is required to pay any such tax, duty or charge, Client will promptly reimburse ReaQta on an after-tax basis. Any taxes or levies based on the income, revenue or profits of the ReaQta will be paid by the ReaQta and will not be reimbursed by or recharged to Client.
- 5.4 All amounts due to ReaQta that are not paid by Client by the due date required by the Agreement will bear interest at the rate of one percent (1%) per month, capped at five percent (5%) per annum of simple interest on the arrears payable on ReaQta's demand, or as otherwise agreed in any authorized ReaQta Partner Agreement, as the case may be. Without limiting any other right or remedy available to ReaQta, in the event that any payment due from Client (including but not limited to Subscription Fee, Professional Services Fees and amounts due upon a determination of underpayment due to installation of Endpoints in excess of the authorized quantity) to ReaQta, or if applicable any amount due from Client to Partner, is more than thirty (30) days late, ReaQta shall have the right to suspend performance under the Agreement, upon ten days' notice to Client and, as applicable, Partner (provided no such notice shall be required if such notice is not permitted under applicable law), until all payments are made current. No discounts for prepayment are authorized hereunder.
- 5.5 All Fees are non-refundable and shall not be subject to any offsets or reductions (except as otherwise specifically provided herein). Client is responsible for providing any applicable tax exemption certificates

6. Support and Maintenance: Professional Services

- 6.1 ReaQta will use commercially reasonable efforts to provide Client with Support and Maintenance during the Subscription Period pursuant to the terms of Attachment **A**, as may be amended from time to time in accordance with the terms hereof.
- 6.2 In the event Client wishes to receive Professional Services, Professional Services shall be charged in accordance with the agreed upon Professional Services fees specified in the applicable Quotation (the "**Professional Services Fees**"); (i) Client shall reasonably cooperate, at Client's expense, with ReaQta in the performance of the Professional Services and provide ReaQta with (as well as procure for ReaQta the right to access and use), at Client's expense, all information, materials, facilities, assistance, and equipment within its possession that are reasonably requested by ReaQta in performance thereof. (ii) Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.
- 6.3 Prior to commencement of the Professional Services specified in the applicable Quotation, all Contract Fees due for payment by Client prior to the related Start Date, in accordance with the payment terms specified herein and in any Quotation, shall have been paid. Professional Services Fees will be payable as invoiced by ReaQta to Client, and will constitute a part of the Contract Fees payable hereunder. To the extent of any conflict between the General Terms and Conditions included in the Agreement and the SOW and/or SLA, these General Terms and Conditions shall prevail, unless and to the extent that the SOW and/or SLA expressly states otherwise.
- 6.4 ReaQta shall be entitled, at its discretion, to cause any one or more of its subsidiaries or affiliates to perform any Support and Maintenance and/or Professional Services required hereunder, which performance shall be in accordance with and subject to the terms and provisions of the Agreement, and shall be accepted hereunder by Client as though performed by ReaQta.
- 6.5 ReaQta may release patches, bug fixes, updates, upgrades, maintenance and/or service packs ("Updates") for the Software from time to time, which may be necessary to ensure the proper function and

security of the Software and Cloud Services. ReaQta is not responsible for performance, security, warranty breaches, support or issues encountered in connection with the Cloud Services or the Software that result from Client's failure to accept and apply Updates within a reasonable timeframe.

7. Subscription Compliance Verification: Data Acquisition and Use

- 7.1 ReaQta reserves the right to access and electronically inspect (which may be conducted by its representatives, including internal or external auditors) Client's ReaQta Software installation, including without limitation, Endpoint installation, and Client's books, documents, facilities, computers, papers and records related to the ReaQta Software and the Agreement, to verify Client's compliance with the provisions of the Agreement and to ensure that Client does not exceed the number of installations of Endpoints which are commensurate with the Subscription Fees paid to ReaQta during the relevant Subscription Period. Client agrees to permit the access contemplated in this Section 7.1. ReaQta will be entitled to exercise its rights under this Section 7.1 once annually during the term of the Agreement upon notice to Client (provided that ReaQta may exercise such rights more often at its discretion, upon notice, while Client is in default under the Agreement), and once annually for a period of five (5) years after expiration or termination of the Agreement. Any inspection will be conducted during Client's normal business hours so as not to unreasonably interfere with Client's business activities. If an inspection reveals that Client has underpaid fees due to ReaQta, ReaQta will invoice Client for such underpaid amounts based on the Subscription Fees and other fees in effect at the time such audit or inspection is completed, plus interest at the rate specified above in Section 5.4, and Client will make prompt payment of such amounts. If such inspection established that Subscription Fees or other Contract Fees have been underpaid then Client will also pay the reasonable expenses associated with such inspection, along with the amount of the underpayment (and interest on such underpayment under Section 5.3).
- 7.2 In addition, Client acknowledges that the ReaQta Agent collects metadata information from each host machine including, but not limited to processes, machine, user, connections, service and file information and sends such information to the ReaQta Software. Upon Client's reasonable request, ReaQta may enable the ReaQta Agent to collect and upload to the ReaQta Software additional data, including but not limited to, files or logs. Notwithstanding any provision of the Agreement to the contrary, ReaQta may use any data collected, provided, or otherwise made available to ReaQta for its internal purposes, including but not limited to developing, delivering and enhancing ReaQta's products and services, and for internal evaluation of threats, system usage, security breaches, intrusions and other similar purposes, provided that such data is in an aggregated and/or other de-identified form. To the extent that ReaQta processes on Client's behalf any Personal Data (as defined in the Privacy Policy, as applicable) collected, provided, or otherwise made available to ReaQta, the terms of the Privacy Policy, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms, including (i) aggregating and/or de-identifying the Endpoint Data, (iii) developing, analyzing, and improving ReaQta's Offerings, (iii) detecting, researching and evaluating threats, fraudulent activity, security breaches, intrusions and similar purposes and (v) as otherwise permitted by applicable laws. ReaQta shall not disclose or otherwise make available any Endpoint Data to any third party in a form that identifies or is reasonably capable of identifying Client or an authorized User, unless required to comply with applicable law or legal process. As between ReaQta and Client, ReaQta owns the de-identified Endpoint Data. Client represents and warrants that it owns, or otherwise has all the rights to all information and Client Data processed as part of the Offering pursuant to this Agreement.

8. Data Privacy and Security

- 8.1 ReaQta will take reasonable and appropriate technical and organizational measures designed to protect Client Data against unauthorized access, accidental loss or damage, unauthorized destruction and the introduction of viruses, Trojan Horses, worms and other malicious code. The security measure provided by ReaQta shall be in accordance with ReaQta's information security policies specified on the Policies page and good industry practices relating to protection of the type of data typically collected or processed by ReaQta.
- 8.2 To the extent that ReaQta processes any Client Personal Data (as defined in the Privacy Policy, as applicable) collected, provided, or otherwise made available to ReaQta, the terms of the Privacy Policy, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. To the extent, if any, that Client Data includes personal data, Client shall act as the data controller for any and all personal data. ReaQta shall act as the data processor on behalf of Client with respect to such personal data and shall carry out the reasonable instructions of Client with regard to the collection, processing and protection of such personal data in accordance with this Agreement. Client hereby consents to ReaQta's processing of Client Data, including personal data, for the purposes of carrying out its obligations under this Agreement, and for other lawful purposes in accordance with applicable laws and

regulations. Client is responsible for obtaining any required consents from individual data subjects relating to the use of the Offerings.

- 8.3 ReaQta's Data Processing Addendum (DPA) and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws apply. The DPA is located at: <https://reakta.com/legal/dpa.pdf>

9. Confidential Information

- 9.1 "Confidential Information" means, any information, data or knowledge of any kind and in any form and however disclosed, presented or displayed, by a Party hereto and/or any of its Affiliates ("Disclosing Party") to the other Party (the "Receiving Party") and which is not generally available to the public, including products and services (and any related documentation), computer programs, business information, trade-secrets, methodology, know-how, marketing and other commercial/financial knowledge, techniques, specifications, plans and other proprietary information. Confidential Information shall not include information which the Receiving Party can demonstrate (a) is in or comes into the public domain without fault on the part of the Receiving Party; (b) was lawfully known to it prior to its disclosure by the Disclosing Party; (c) is disclosed to the Receiving Party by a third party without breaching of any duty of confidentiality; (d) was independently developed without reference to the Confidential Information; (e) is made available to third parties by the Disclosing Party without restriction on the disclosure of such information; or (f) is approved by the Disclosing Party for release in writing.
- 9.2 The Receiving Party will maintain the Confidential Information received from the Disclosing Party in strict confidence and will use at least the same degree of care and discretion as it uses to protect the confidentiality of its own confidential information of similar nature but not less than a reasonable degree of care. Except as expressly authorized hereunder, the Receiving Party will not disclose or use or allow others to disclose or use the Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party shall only use the Confidential Information for the purposes of this Agreement ("Purpose") and only disclose the Confidential Information to its directors, officers, employees and any other person that the Disclosing Party has authorized the receiving Party to disclose the Confidential Information to ("Representatives") who need to have access to same for the Purpose, provided that each of the Representatives to whom the Confidential Information is disclosed is bound by confidentiality obligations no less restrictive than those contained herein and the Receiving Party agrees to enforce any such undertaking. Notwithstanding the above, the Receiving Party acknowledges that it will be responsible for any breach of any of the provisions of this Agreement by any of its Representatives, including after termination of their employment or engagement, as the case may be. If the Receiving Party or any of its Representatives receives a request or order for disclosure of Confidential Information from any court, tribunal, government department or agency or other official body, or if the Receiving Party believes disclosure is otherwise required under applicable law, if legally permissible, it shall promptly notify the Disclosing Party and shall cooperate with the Disclosing Party (at the Disclosing Party's expense) in seeking a protective order or other appropriate remedy. If the receiving Party or any of its Representatives is legally compelled to disclose Confidential Information, it may disclose only the minimal amount legally required to be disclosed. The Receiving Party shall notify the Disclosing Party immediately in writing upon becoming aware that any Confidential Information has been disclosed to an unauthorized third party and assist the Disclosing Party in remedying such unauthorized disclosure. Client may from time to time provide suggestions, comments or other feedback ("Feedback") with respect to the Offerings or ReaQta Data. Client agrees that all Feedback is given voluntarily and that ReaQta owns all right, title and interest in and to such Feedback.

10. Warranties and Disclaimer

- 10.1 ReaQta warrants only that during the Subscription Period, the ReaQta Software will perform, in all material respects, in accordance with the Specifications. Client's exclusive remedy and ReaQta's entire liability under this limited warranty will be, as determined by ReaQta, for ReaQta to repair or replace the non-conforming component of an Offering so that the non-conforming component of the Offering performs, in all material respects, in accordance with the Specifications. or in a case where ReaQta is unable to do so, to reimburse Client on a pro-rata basis, in the form of credits when purchasing ReaQta Software in the future, the Subscription Fees for the grant of the license to the ReaQta Software hereunder for the applicable Subscription Period paid in respect of the non-conforming component of the ReaQta Software, which payment, if elected by ReaQta, shall be Client's sole and exclusive remedy and ReaQta's sole and exclusive liability with respect to such non-conforming services.
- 10.2 ReaQta warrants that it provides Cloud and other Services using commercially reasonable care and skill in

accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends. Clients must notify ReaQta of any warranty claims within thirty (30) days from the date performed. Client's sole and exclusive remedy and ReaQta's entire liability for its breach of this warranty will be for ReaQta, at its option and expense, to use commercially reasonable efforts to re-perform the non-conforming Services, or refund a portion of the pre-paid Fees attributable to the non-conforming Services.

- 10.3 ReaQta warrants that to the best of ReaQta's knowledge, the Software does not violate any third party's patents or copyrights in effect as of the Effective Date hereof.
- 10.4 The warranties specified in Section 10.1 and 10.2 above do not cover liability or repair for damages, malfunctions, or service failures which are caused by (i) actions in respect of the ReaQta Software by any non-ReaQta personnel which were not approved by ReaQta, (ii) alteration or repair to or modification of the ReaQta Software, without ReaQta's prior written approval, (iii) the combination or integration of the ReaQta Software with other products, including but not limited to any systems of the Client, other than in accordance with Specifications, (iv) failure of Client to install the latest version of ReaQta Software, (v) failure to follow ReaQta's installation, operation, or maintenance instructions, (vi) use of the ReaQta Software in violation of the Specifications or ReaQta's instructions or subjection of the ReaQta Software to misuse, neglect, accident or abuse, (vii) negligence or willful misconduct by Client or Users
- 10.5 Client may access a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any user who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Client may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Client may not: i) reverse engineer any portion of the Cloud Services; ii) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or iii) combine Cloud Services with Client's value add to create a commercially available Client branded solution that Client markets to its end user customers unless otherwise agreed..
- 10.6 CLIENT ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT REAQTA DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CLIENT'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CLIENT AND ITS AFFILIATES WILL NOT HOLD REAQTA RESPONSIBLE THEREFOR.
- 10.7 CLIENT UNDERSTANDS THAT REAQTA DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM REAQTA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, AND ACCORDINGLY REAQTA DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITIES RESULTING FROM OR RELATED TO A FAILURE IN THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY A THIRD PARTY OTHER THAN ANY CONTRACTOR OR AGENT OF REAQTA HEREUNDER. CLIENT UNDERSTANDS AND AGREES THAT REAQTA DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, DISCOVER OR REMEDIATE ALL OF CLIENT'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CLIENT AND ITS AFFILIATES WILL NOT HOLD REAQTA RESPONSIBLE THEREFOR. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10 CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE OFFERINGS. REAQTA MAKES AND CLIENT RECEIVES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE OFFERINGS. REAQTA EXPRESSLY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR FREE OPERATION OR NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Term and Termination

- 11.1 The Term of this License is for the period of time set forth in the applicable Order during which: (i) Customer is authorized by ReaQta to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed. ("Subscription/ Order Term"). At the end of the Subscription/ Order Term, User/s agree to

completely de-install and destroy or permanently erase all copy/ies of the ReaQta Software within fifteen (15) days of termination or expiration. Following expiry of the Subscription/Order Term, some features and functionality of the ReaQta Software may cease to function or the ReaQta Software may cease to function altogether. Notwithstanding the above, this Agreement shall automatically terminate if User/s fail to comply with any of its terms, both during and following the Subscription/Order Term of the Agreement, without prejudice to the rights of ReaQta to compensation for damages in terms of the applicable law. Immediately upon such termination, any license granted hereunder shall terminate and User/s shall immediately return to ReaQta or completely destroy all Copies of the ReaQta Software in User/s possession. The terms of this Agreement which are intended to survive expiration or termination shall remain in effect



Attachment A – ReaQta Support and Maintenance

1. General

“**Business Day**” or “**business day**” means a day (8.00am to 6.00pm) from Monday through Friday that is not a EU national holiday, state holiday or official EU bank holiday.

“**Error**” means any failure of the ReaQta Software to conform in any material respect to the Specifications.

“**Error Correction**” means either a modification or addition that, when made or added to the ReaQta Software, brings the ReaQta Software into material conformity with the Specifications, or a procedure or routine that, when observed in the regular operation of the ReaQta Software, avoids the practical adverse effect of such nonconformity.

“**Ticket**” means an interaction with a ReaQta support representative.

“**Workaround**” means a temporary corrective action to restore the applicable ReaQta Software to operation or to diminish or avoid the effect of the Error; provided that such Workaround will not materially impact the normal operational status of Client.

Capitalized terms used and not defined herein will bear the definitions assigned thereto in the License and Services Agreement – General Terms and Conditions to which this **Attachment A** is attached.

2. Scope of Support

Subject to payment of the relevant Subscription Fees under the Quotation, during any Subscription Period ReaQta will provide the following support for the ReaQta Software for five named Client contacts:

Error Correction. ReaQta will use commercially reasonable diligence to correct verifiable and reproducible Errors reported to ReaQta in accordance with ReaQta’s standard reporting procedures as will be in effect and notified from time to time. The Error Correction, when completed, may be provided in the form of a Workaround, consisting of sufficient programming and operating instructions to implement the Error Correction.

E-mail Support. ReaQta will maintain an e-mail response system that permits Client to report problems and seek assistance in use of the ReaQta Software via e-mail. Email support is currently only available to named contacts that wish to open a Ticket via support@reakta.com. ReaQta’s support representatives will respond to these questions on a commercially reasonable efforts basis, available on business days, that permits Client to report Errors and seek assistance in the use and functionality of the ReaQta Software.

Updates. ReaQta may, from time to time, issue updates of the ReaQta Software containing Error Corrections or other improvements. ReaQta will provide reasonable indications to assist Client’s installation and operation of each new update. Because updates may be cumulative, an update may only be useful if Client has obtained and installed all prior applicable updates.

ReaQta will use commercially reasonable diligence to enforce a system of response-time standards, based on severity of Tickets/Errors as follows:

Severity Level	Description
1 - Critical	ReaQta Software is down or there is a critical impact on Client’s business operation due to Error(s) in the ReaQta Software
2 - Serious	Use of the ReaQta Software is severely degraded or significant aspects of Client’s business operations are being negatively impacted by the Error(s) in the ReaQta Software.
3 - Low Impact	Error or loss of functionality in the ReaQta Software that results in a minor impact to Client’s business operation
4 - Informational	No ReaQta Software Error. Client requires assistance with regard to the ReaQta Software’s technology, product capabilities, installation and configuration.

Severity Level	Response Time	Error Correction Goal
1 - Critical	< 12 hour	Within 7 Business days
2 - Serious	< 24 hours	Within 30 Business Days
3 - Low Impact	Within 5 Business Days	Next major update
4 - Informational	As soon as practicable	As soon as practicable

3. Exceptions

ReaQta is not obliged to provide support where the relevant Error or problem arises as a result of:

- a. the misuse, improper use, alteration, or damage of the ReaQta Software or use thereof in an environment that is not in accordance with the Documentation;
- b. any modifications of the ReaQta Software not made or authorized by ReaQta;
- c. the combination of the ReaQta Software with other programs or equipment not approved by ReaQta; or
- d. any accident or disaster affecting the ReaQta Software, including fire, flood, lightning or vandalism, or any other event not under the control of ReaQta,
- e. Errors in any version of the ReaQta Software other than the most recent version

4. Staff

ReaQta will maintain trained staff capable of rendering the support set forth in the Agreement.

5. Documentation

If the Documentation does not provide adequate or correct instructions in order to enable Client to make proper use of any facility or function of the ReaQta Software, then Client will notify the ReaQta who will correct the defect and provide Client with appropriate amendments to the Documentation.

6. Client Cooperation

Client must promptly notify ReaQta following the discovery of any Error. Further, upon discovery of an Error, Client agrees, if requested by ReaQta, to submit to ReaQta a listing of output and any other data that ReaQta may require to reproduce the Error and the operating conditions under which the Error occurred or was discovered. In addition, Client is responsible for procuring, installing, and maintaining all equipment, communications interfaces, and other hardware necessary to operate the ReaQta Software and to obtain maintenance and support services from ReaQta. ReaQta will not be responsible for delays caused by events or circumstances beyond ReaQta's reasonable control.