

Immuta Inc.
Master Subscription Agreement

1. SCOPE OF AGREEMENT AND GRANT OF LICENSE

1.1. Scope of Agreement. Immuta develops, markets and makes available access to certain software programs and individual program modules (collectively, “Software”), as well as related products and services, to its end user customers via either a software-as-a-service methodology or an on-premise deployment (such Software, products and services, collectively, the “Services”). Access to the Services is provided pursuant to this Agreement, and the specific Services and Software are set forth in a subscription form executed by the parties (each, an “Subscription Form”). Access to the Services includes use of any associated documentation, including user manuals, report templates, screen layouts and other materials made available in any form by Immuta to Licensee in connection with the Services (the “Documentation”). Any corrections, updates and/or other software provided to Licensee by Immuta shall be deemed Software or Services under this Agreement.

1.2. Access to Services. Subject to the terms and conditions of this Agreement, Immuta hereby grants to Licensee a limited, non-exclusive and non-transferable right during the applicable Subscription Term (as defined below) to access the Software (in object code form only) via the Services and to use the Services solely for its internal business purposes as set forth in this Agreement. Access to the Software and Documentation is provided as part of the Services, and as such they are licensed, not sold..

1.3. Documentation. Licensee shall be entitled to (a) use the Documentation internally solely to support its authorized use of the Services and (b) make that number of copies of the Documentation as are reasonably required for it to exercise its rights under clause (a). Any such copies shall include all trademarks or other proprietary legends where and as set forth in the original. Licensee agrees not to provide access to the Documentation to any third party except Authorized Users (as defined below).

1.4. Restrictions. Licensee shall not, and shall not attempt to (and shall not authorize or allow Authorized Users or any third party to attempt to): (a) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software in whole or in part; (b) modify, adapt, create derivative works based upon, or translate the Software; (c) assign, transfer, re-license, sublicense, lease, loan, resell, distribute or otherwise grant any rights in the Software or the Services in any form to any other party, including commercial time-sharing, rental, or service bureau use; or (d) use the Software, the Services or the Documentation on behalf of any third party or for any purpose other than monitoring, collecting, analyzing and using Licensee Data (as defined below) for Licensee’s internal business purposes.

1.5. Authorized Users. The Services shall be used solely by employees, independent contractors and third-party service providers of Licensee authorized by Licensee to use the Services under the rights granted pursuant to this Agreement, solely for Licensee’s business purposes, and for which all applicable fees have been paid (“Authorized Users”). Licensee shall cause all Authorized Users to comply with Licensee’s obligations under this Agreement and shall be responsible for any noncompliance with such obligations by any Authorized User.

1.6. Licensee Responsibilities. Licensee shall: (a) ensure that access credentials to the Services are kept confidential and access is enabled only through encrypted connections; (b) give employees appropriate permission levels to the Services, monitor their activities, and revoke access to the Services within 24 hours of termination of employment; (c) alert Immuta within 72 hours of any security incidents that could impact the Services or Immuta’s systems (e.g., compromised credentials, a stolen laptop, and network compromise); (d) maintain the security of servers and other devices (including, but not limited to, by implementing sufficient password protocols and the

physical and environmental controls necessary to ensure availability of the Services); (e) maintain up-to-date operating system patching and active anti-malware on devices used to connect to Licensee's environment; (f) comply with all applicable laws and regulations in its use of the Services and in its collection, disclosure and use of Licensee Data, including those laws and regulations relating to personal data protection and privacy; (g) be solely responsible for configuring the Service's policy engine to act on Licensee Data (as defined below) in a manner that conforms with Licensee's rules, applicable laws and regulations, and reasonable privacy and security standards; and (h) be solely responsible for providing and installing within the Service's web interface ODBC drivers for any third party databases to which the Service will connect.

2. TERM OF AGREEMENT, SUBSCRIPTION TERM AND TERMINATION

2.1. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and continue until expiration or termination of the last Subscription Form.

2.2. Subscription Term. The initial subscription term of the Services shall be as specified in the applicable Subscription Form and shall commence on the date on which the Service is made available to Licensee. Subscriptions shall renew automatically for additional terms equal in duration to the expiring subscription term, unless either party gives the other party written notice of its intent not to renew the term at least thirty (30) days prior to the expiration of the then-current term (the initial subscription term and each renewal subscription period, collectively, the "Subscription Term").

2.3. Termination. Either party may, at its option and without further notice, immediately terminate this Agreement and the licenses granted hereunder if the other party: (a) breaches any material obligation under this Agreement and such breach is not cured within thirty (30) days after the receipt of written notice of the alleged breach; (b) admits in writing its inability to pay its debts generally as they become due; (c) makes a general assignment for the benefit of creditors; (d) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (e) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (f) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization; or (g) ceases to do business as itself or through a successor.

2.4. Effect of Termination. Upon the effective date of termination of this Agreement, all licenses granted hereunder shall terminate, and Licensee shall immediately cease any and all use of the Services and deinstall all instances of Software installed in Licensee's environment. Within ninety (90) days of termination, Immuta will destroy all instances of Licensee Data (as defined in Section 4.1). The terms of Sections 2-5, 8 and 10-12 shall survive termination or expiration of this Agreement.

3. SERVICES FEES AND PAYMENT TERMS

3.1 The Services Fees are listed on the Subscription Form. Services fees shall be due and payable annually in advance unless otherwise stated on the Subscription Form, net thirty (30) days after the invoice date. Immuta will invoice Licensee upon commencement of the Subscription Term. All fees and charges hereunder are exclusive of all federal, state, municipal, and other governmental excise, sales, use, customs, value-added, and other taxes and import fees or duties now in force or enacted in the future. Licensee agrees to pay on or before their due date all such taxes, fees, duties and charges which arise out of or in connection with this Agreement or any license granted herein, but excluding taxes based on Immuta's net income. In the event Licensee purchases the Services from an authorized reseller of Immuta, then pricing, payment, delivery, and related terms will be agreed between Licensee and the reseller.

3.2 In the event of any overdue payments, Immuta reserves the right to charge interest from the due date at the lesser of the rate of one percent (1%) per month (or the maximum rate permitted by law) and/or to suspend Licensee's access to the Services. All costs of collection, including reasonable attorneys' fees, shall be paid by Licensee. Unless otherwise specifically provided in this Agreement, all Services fees are non-refundable.

3.3 Immuta reserves the right to increase the applicable subscription fee for each renewal term by no more than the greater of six (6%) percent or the annual increase in the Consumer Price Index, provided notice of any such increase is provided to Licensee no later than sixty (60) days prior to the expiration of the then-current Subscription Term. In the event that Licensee increases the number of units used by Licensee during the Subscription Term,

Immuta may invoice Licensee for an amount equal to the annual Subscription Fee per unit multiplied by the increased number of units (prorated, as necessary).

4. LICENSEE DATA

4.1 As between Licensee and Immuta, Licensee has and shall retain sole and exclusive title and ownership of all Licensee Data and all intellectual property rights therein. "Licensee Data" means any data and information that are (a) provided, submitted and/or otherwise inputted by Authorized Users into the Services in the course of utilizing the Services, (b) subject to Immuta's intellectual property rights in the Services, generated by Licensee or any Authorized User in the course of utilizing the Services, or (c) otherwise collected by Immuta from Licensee or any Authorized User; provided, however, that Licensee Data does not include Usage Data (as defined below) or data, information or materials lawfully obtained by Immuta from third parties.

4.2 Notwithstanding the foregoing, Immuta shall have the right to use and disclose Licensee Data to: (a) provide the Services under this Agreement; (b) monitor Licensee's use of the Services for security and other internal business purposes; (c) enforce the terms of this Agreement; and (d) generate Usage Data for statistical and other analysis, including to improve the Services. "Usage Data" means information and data relating to the manner in which Licensee is using the Service.

4.3 Immuta handles and protects Licensee Data in accordance with this Agreement and Immuta's privacy policy, which is available at <https://www.immuta.com/legal/privacy-policy/>.

5. INTELLECTUAL PROPERTY RIGHTS

Immuta and its licensors are the sole owners of the Services, Software, Documentation and Usage Data (including any modifications or improvements made thereto) and of all copyright, trade secret, patent, trademark and other intellectual property rights therein and thereto throughout the world. Neither this Agreement nor any Subscription Form provide Licensee or any Authorized User with title to or ownership of the Services, Software, Documentation or Usage Data, or to any copies or modifications thereof, but only the limited license granted under the terms and conditions of this Agreement.

6. SECURITY POLICY; BUSINESS CONTINUITY PLAN

Immuta maintains administrative, physical and technical controls, processes, and procedures, consistent with applicable industry standards, which are designed to protect the security and confidentiality of the Service and Licensee Data ("Security Controls"). Security Controls include, but are not limited to:

- Formalized policies and procedures for all internal control requirements
- System logging and monitoring
- Patch and change management
- Vulnerability management
- Antivirus/antimalware software
- Identity and access (logical and physical) management
- Multi-factor authentication
- Secured remote access
- Firewall and network security group management
- Backup management and Business continuity
- Incident management

Security Controls have been independently audited and certified against the AICPA SOC2 Type2 standard. A copy of Immuta's SOC2 Type2 report is available on request and will be considered the Confidential Information of Immuta.

7. SUPPORT SERVICES

Immuta provides standard support Services (the “Support Services”) as described in the then-current Immuta Support Policy available at: <https://www.immuta.com/legal/> (the “Support Policy”).

8. CONFIDENTIAL INFORMATION

8.1 Each party agrees that any non-public information, data, materials or know-how, including without limitation, prices, fees, methods, software, algorithms, documentation, drawings, processes, techniques, technical and other business information which may be supplied by one party to the other party in connection with this Agreement, whether orally or in writing, that are either designated as proprietary and/or confidential at the time of disclosure, or which, by its nature, would be considered by a reasonable person to be proprietary and/or confidential (collectively, “Confidential Information”), are confidential and constitute valuable assets of the disclosing party. Without limiting the foregoing, (a) Immuta acknowledges and agrees that Licensee Data are Confidential Information of Licensee, and (b) Licensee acknowledges and agrees that the Services, Software, Documentation, Usage Data, and statistical performance results of any evaluation or benchmark tests run on the Services by or on behalf of either Licensee or Immuta are Confidential Information of Immuta.

8.2 Confidential Information does not include: (a) information which is or becomes publicly available other than through disclosure in breach of this Agreement; (b) information disclosed or made available by a third party without restriction and without breach of an obligation of confidentiality; (c) information independently developed by one party without use of or reference to any Confidential Information of the other party, as evidenced by applicable documentation; or (d) information which was already known by the receiving party at the time of disclosure.

8.3 During the term of this Agreement and for five (5) years thereafter, each party agrees to use the Confidential Information only for the purposes specifically authorized in this Agreement, to hold such Confidential Information in strict confidence, and not to disclose any of the Confidential Information to any third party except as necessary to provide the Services or as otherwise contemplated under this Agreement. Each party agrees to limit access to Confidential Information to those employees and contractors whose use of or access thereto is necessary for the authorized use of the Confidential Information under this Agreement. Licensee agrees not to use, or allow any third party to use, any Confidential Information to aid in the development or marketing of any product similar to or competitive with the Services.

8.4 The obligations of non-disclosure set forth above shall not apply to the extent that a party is legally required to produce Confidential Information pursuant to a subpoena or other legal process or order of a court of competent jurisdiction, provided that such party provides prompt written notice to the other party of such process or order and produces only that portion of the applicable Confidential Information legally required under such process or order after the other party has had an opportunity to challenge such process or order.

8.5 Upon written request from the disclosing party, the receiving party shall return to the disclosing party all Confidential Information in the receiving party’s possession or control, and all copies thereof, or, at the disclosing party’s option, certify its permanent, secure destruction in writing.

9. Personal Data Protection

9.1. Compliance with data protection law. As part of providing the Services, personal data of Authorized Users and of others in the sense of Article 4 of EU Regulation 2016/679 or the General Data Protection Regulation (“GDPR”) may be processed. Both Immuta and Licensee acknowledge that such processing may take place and agree to comply with their respective obligations under the GDPR and applicable national data protection legislation (together referred to as “Data Protection Law”).

9.2. Immuta’s and Licensee’s role. When Immuta processes personal data of Licensee’s authorized representatives when Licensee purchases, renews or cancels its subscription or when Immuta processes Usage Data,

Immuta acts as a controller. For all other personal data processed by Immuta in the context of providing the Services, Immuta acts as a processor:

- when Licensee uses the Services to process personal data for Licensee's own purposes, Immuta acts as a processor and Licensee acts as a controller;
- when Licensee uses the Services to provide itself services to a customer, and Licensee therefore processes personal data as a processor on behalf of said customer, Immuta processes personal data when providing the Services as a sub-processor.

9.3. Immuta as controller. When Immuta processes personal data in the context of the Agreement as a controller, Immuta will provide, to the extent required under Data Protection Law, the individuals concerned with a privacy statement before any processing takes place. By entering into this Agreement, Licensee understands and accepts that personal data will be transferred to the United States of America for account registration, administration, billing, communication with customers, direct marketing, fraud prevention, user experience optimization and product and service improvements. Such transfer shall be governed by the Standard Contractual Clauses (applying Module One) set forth in Exhibit B of this Agreement. The Standard Contractual Clauses govern the collection and all further processing of personal data by Immuta as a controller for and under this Agreement. In case of a conflict between the Standard Contractual Clauses and the provision of the Agreement, the Standard Contractual Clauses shall prevail.

9.4. Immuta as processor. When Immuta processes personal data on behalf of Licensee as a processor or a sub-processor, Immuta will process the personal data of Authorized Users, and may process the personal data of other individuals represented within Licensee Data when and only to the extent that it is necessary for specific support issues. This processing, including data transfers outside the EEA, will be performed only (a) upon Licensee's documented instructions and at a minimum for the purpose of complying with the obligations of Immuta under the Agreement and (b) to allow Immuta to comply with its legal or judicial obligations. If it is for the purpose of performing Immuta's legal or judicial obligations, Immuta will inform Licensee immediately in writing in advance thereof, unless Immuta is legally or judicially not allowed to do so. By entering into this Agreement, Licensee instructs Immuta to transfer personal data processed as part of the Services to the United States of America.

Such transfer by Immuta shall be governed by the Standard Contractual Clauses (applying Module Two when Licensee acts as controller or applying Module Three when Licensee acts as processor) set forth in Exhibit B of this Agreement. The Standard Contractual Clauses govern the collection and all further processing of personal data by Immuta as a processor for and under this Agreement. In case of a conflict between the Standard Contractual Clauses and the provision of the Agreement, the Standard Contractual Clauses shall prevail. Immuta will take all measures required pursuant to Article 32 GDPR. These security measures are outlined in Annex II of the Standard Contractual Clauses. These measures may be updated from time to time to allow Immuta to take the evolving threat landscape into account.

Immuta's list of sub-processors in the sense of Article 9 of the Standard Contractual Clauses is available on its website [<https://www.immuta.com/trust/>]. When Immuta, acting itself as a processor or sub-processor, engages new sub-processors in the sense of Article 9 of the Standard Contractual Clauses, Licensee shall have ten (10) days to object to the addition or replacement of a sub-processor after the publication of such addition or replacement on the aforementioned list. If the Licensee does not object within this ten-day period, the addition or replacement shall be deemed accepted. Any objection must include a detailed explanation of the reasons for the objection, must be based solely on reasonable grounds related to data protection concerns and must be sent in writing to Immuta. In case of a reasonable and valid objection, Parties shall negotiate in good faith to find a resolution. In the event Parties are not able to find a resolution to a reasonable and valid objection, Licensee, as its sole and exclusive remedy, may provide written notice to Immuta terminating the Agreement with respect only to those aspects of the Services which cannot be provided by Immuta without the use of the new sub-processor.

10. LIMITED WARRANTY AND DISCLAIMERS

10.1. Limited Warranty. Immuta warrants that, during the Subscription Term, the Services will substantially conform to the specifications contained in the Documentation. Immuta's sole responsibility under this limited warranty shall be to use commercially reasonable efforts to correct or replace the portion of the Services which fail to conform

to such limited warranty, provided, however, that Licensee has reported in writing to Immuta any defect or error claimed to be a breach of such warranty. Immuta shall have no liability under the foregoing limited warranty if: (a) Licensee, an Authorized User or any third party acting on Licensee's behalf modifies the Services; (b) Licensee fails to give Immuta written notice of the claimed breach of warranty in a timely manner; (c) the failure to conform is caused in whole or part by persons other than Immuta, or by products, equipment, software, services or operating environments not furnished by Immuta; or (iv) Licensee fails to implement any correction, update, enhancement, improvement, expansion or revision thereto which Immuta has provided to Licensee. Licensee shall be exclusively responsible for the supervision, management and control of Licensee's and each Authorized User's use of the Services and for the application and configuration of the Services to Licensee's business.

10.2. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY AGREED IN WRITING, THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 ARE THE ONLY WARRANTIES GIVEN BY IMMUTA WITH RESPECT TO THE SERVICES, SOFTWARE, AND DOCUMENTATION, WHICH ARE OTHERWISE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. IMMUTA AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALING BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE. IMMUTA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY VIOLATIONS, LICENSEE'S OBLIGATION TO PAY ANY AMOUNTS OWED HEREUNDER, OR A PARTY'S LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT DURING ANY CONTRACT YEAR EXCEED THE FEES PAID TO IMMUTA BY LICENSEE DURING SUCH CONTRACT YEAR. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR ANTICIPATED REVENUE OR PROFITS OR EXPECTED SAVINGS, LOST OPPORTUNITIES, DIMINUTION OF VALUE OR LOSS OF GOODWILL, OR FOR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, SUCH AS CLAIMS OF THIRD PARTIES, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION

12.1 Immuta shall defend Licensee against any claim or action brought against Licensee, and will indemnify and hold harmless Licensee from and against any damages, liabilities, costs or expenses (including reasonable attorneys' fees) awarded by a final judgement of a court or included as part of a final settlement, to the extent based upon the infringement by the Services of any United States patent, trademark or copyright of a third party ("Claims"), provided that (a) Immuta is promptly notified in writing of any Claim, (b) Immuta has sole control over the defense and/or settlement of the Claim, and (c) Licensee gives Immuta all available information and assistance (at Immuta's expense) to enable Immuta to do so.

12.2 In addition, if, as the result of any Claim, Licensee is enjoined from using the Services, Immuta, at its sole option and expense, may: (a) procure the right for Licensee to continue to use the Services; (b) replace or modify the Services so as to make them non-infringing (without materially impacting functionality or performance); or (c) if Immuta is not able to accomplish either of the foregoing alternatives on commercially reasonable terms, terminate Licensee's license to the Services and refund to Licensee that portion of the fee prepaid for the then-current Subscription Term which reflects the unused portion of such Subscription Term.

12.3 The foregoing indemnity shall not apply if the Claim results from: (a) Services that have been modified by anyone other than Immuta or its subcontractors; (b) Licensee's use of the Services with software, hardware, data or services not provided by Immuta; (c) misuse of the Services or other breach of this Agreement; (d) use of other than the most current, unaltered corrections and updates to the Services which have been provided to Licensee at no additional charge; or (e) compliance by Immuta with designs, plans or specifications furnished by or on Licensee's behalf. Immuta shall not be liable hereunder for any settlement made by Licensee without Immuta's advance written

approval. Licensee will indemnify, defend and hold harmless Immuta from and against any Claims brought against Immuta arising out the circumstances described in this paragraph.

12.4 THE FOREGOING STATES THE ENTIRE LIABILITY OF IMMUTA WITH RESPECT TO ANY THIRD PARTY INFRINGEMENT CLAIMS.

13. **GENERAL**

13.1. **Marketing Usage.** Immuta may use Licensee's name and logo in its marketing materials and on its website. Immuta also may have Licensee serve as a reference to showcase how they use Immuta.

13.2. **Commercial Computer Software.** If any Services or Documentation are acquired by or on behalf of an agency or instrumentality of the United States government, Licensee acknowledges and agrees that such Services or Documentation are "commercial computer software" or "commercial computer software documentation" developed at private expense and that, absent a written agreement to the contrary, the government's rights with respect to such Services or Documentation shall be as set forth in this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as amended and as applicable.

13.3. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of either party, excluding Licensee's payment obligations, shall be considered a breach of this Agreement if such default, delay or failure to perform is due to causes beyond such party's reasonable control, including, but not limited to, strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inaction of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, the infrastructure of the Internet, or default of a common carrier.

13.4. **Choice of Law.** This Agreement and all claims related to it shall be construed and governed in all respects according to the laws of the State of Delaware, without regard to any conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.5. **Export Laws.** Neither party shall commit any act or request the other party to commit any act which would violate the export control laws, rules or regulations of the United States or any other country.

13.6. **Waiver.** No waiver or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

13.7. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

13.8. **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, except (a) to an affiliate, (b) in the event of a merger or the sale of all or substantially all of such party's assets or stock, or (c) in the case of an assignment by Immuta of monies due or becoming due. In any such event, any assignee shall comply with all of the terms and conditions of this Agreement.

13.9. **Independent Contractors.** The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties.

13.10. **Trial Deployments.** In the event Licensee conducts a proof-of-concept, trial or other test of the Service, Licensee agrees that its use of the Service will be limited to evaluation purposes only (and not for any commercial or production use) for the agreed upon period. In such cases, the Service is provided as-is, with all faults,

with no warranties or representations (express or implied) whatsoever, and the service levels in Exhibit A shall not apply. Immuta shall have no liability whatsoever in connection with such activities.

13.11. Entire Agreement. This Agreement and any Exhibits hereto, together with the Support Policy and any Subscription Forms, contain the entire understanding and agreement between Licensee and Immuta and supersede all prior agreements or understandings, oral or written, relating to the subject matter hereof. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any preprinted or standard terms or conditions in any invoice or purchase order shall be of no effect. In the event of any conflict or inconsistency between an Subscription Form and this Agreement, the Subscription Form shall control.

13.12. Future Commitments. Immuta has made no commitments or promises orally or in writing with respect to delivery of any future software features or functions. In relation to any future software features or functions, all presentations, RFP responses and/or product roadmap documents, information or discussions, either prior to or following the date herein, are for informational purposes only, and Immuta has no obligation to provide any future releases or upgrades or any features, enhancements or functions, unless delivered under a support program or specifically agreed to in writing by both parties. Customer acknowledges that no purchasing decisions are based upon any future software features or functions.

EXHIBIT A SERVICE LEVELS

The following applies to Services provided by Immuta as software-as-a-service solution in a production environment:

1. Service Availability. Immuta will use commercially reasonable efforts to provide 99.9% Service Availability. Service Availability will be calculated on a monthly basis using the following formula: Actual Availability divided by Expected Availability (expressed as a percentage).

2. Definitions. The following definitions will apply with respect to the calculation of Service Availability:

- (a) **“Actual Availability”** means (in minutes) Expected Availability minus Unpermitted Downtime.
- (b) **“Expected Availability”** means (in minutes) seven (7) days per week, twenty-four (24) hours per day.
- (c) **“Downtime”** means the time (in minutes) that users of the Services are not able to access the Services due to failure, malfunction or delay.
- (d) **“Permitted Downtime”** includes Downtime relating to (i) Maintenance, (ii) the facilities, infrastructure, network, products or services of Licensee (or any supplier, subcontractor or representative of Licensee), (iii) the acts, omissions, products or services of a third party, (iv) the negligence, willful misconduct or breach of this Agreement by Licensee, or (v) any other cause not within Immuta’s reasonable control.
- (e) **“Unpermitted Downtime”** means Downtime minus Permitted Downtime.
- (f) **“Maintenance”** means time (in minutes) that the Services are not accessible to Licensee due to maintenance of the Services, including maintenance and upgrading of the Software and hardware used by Immuta to provide the Services. Maintenance includes scheduled maintenance and unscheduled or emergency maintenance. For any maintenance expected to cause more than momentary Downtime, Immuta will use commercially reasonable efforts to provide Licensee with at least two business days’ prior notice of any scheduled maintenance or sixty minutes’ advance written notice for unscheduled, emergency maintenance. Immuta will provide such notice to Licensee by email to an address provided by Licensee. Maintenance in any given month will not exceed eight (8) hours per month. Any time during which the Services are unavailable to Licensee due to maintenance or other activity by Immuta for which Immuta fails to give notice, which exceeds the permitted time allotment, or which occurs outside of the foregoing permitted hours will be included in the calculation of Downtime. For any maintenance expected to cause more than momentary Downtime, Immuta will use commercially reasonable efforts to schedule all scheduled maintenance windows beginning at 8:00 p.m. Eastern Time or starting between 8:00 p.m. Eastern Time Friday and concluding prior to end of day Sunday Eastern Time.