



## MASTER SUBSCRIPTION AND SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION AND SERVICES AGREEMENT (the "Agreement") is a legal agreement by and between **Evident.io**, a Delaware corporation with its principal offices at 7901 Stoneridge Dr., Ste. 207, Pleasanton, CA 94588 ("Service Provider"), and the party identified on the order form or similar document and entering into this Agreement for the use of the Service ("Client"). Service Provider will not and does not license and make the Service available unless Client agrees to the terms of this Agreement. In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Service Provider offers hosted service and tools that is designed to assist and support Client's quality management system and help Client determine processes, methodologies, and configurations to enhance Client's quality management and also offers certain ancillary applications, analytics, documentation, and services to Client (the "Service"), and Service Provider desires to make such Service available to Client.

2. **DESCRIPTION OF SERVICES.**

2.1 **Service.** Subject to the terms and conditions contained in this Agreement, Service Provider agrees to use commercially reasonable efforts to furnish the Service to Client and any other ancillary services, if any, described on an order form or similar document agreed to by the parties and incorporated herein.

2.2 **Availability of Service.** Service Provider will provide the Service on Service Provider selected third party provider hosting provider, and will use commercially reasonable efforts to make the Service available to Client in accordance with the Service Level Agreement attached hereto as **Exhibit A**. Service Provider will make good faith efforts to perform service and maintenance to the Service outside peak usage hours. Client acknowledges that availability of the Service may be affected by: (i) telecommunication network activity or capacity; (ii) availability of third party hosting service (iii) hardware failures; and/or (iv) compatibility with third party communication equipment, Internet access software and/or browsers not in accordance with the Service requirements. Service Provider disclaims any and all responsibility for any service interruption in connection with such activity, capacity, failure and/or compatibility. Client is responsible for providing all equipment and telecommunication services necessary to access the Service.

2.3 **Modifications to Service.** Service Provider reserves the right to change the Service (including the content, appearance, design, functionality and all other aspects thereof), access procedures, tools, documentation, format requirements, communications protocols and services offered at any time for any reason without prior written notice to Client; provided, however, such changes to the Services will not materially degrade the performance, availability or security of the Services during the period for which Client has ordered the Services.

2.4 **Customer Service, Training, and Technical Support.** Service Provider will provide Client with customer support and maintenance for the Service in accordance with **Exhibit A and B**.

2.5 **Right to Remove.** Service Provider has the right in its sole discretion to remove or block any text, images, artwork, technology and other content, data, information, materials and other items provided or made available to Service Provider or on the Service by Client or its users ("Client Materials") at any time where (a) such Client Materials violate applicable laws, regulations, orders, or is in violation of Service Provider's applicable policies and procedures, including without limitation any acceptable use policies; (b) removal or blocking is necessary because of exigent circumstances or to protect the safety, security, reputation, or integrity of the Service, Service Provider, or any third party; or (c) in order to respond to law enforcement or any other governmental authority.

2.6 **Additional Services.** In the event that Client desires to procure custom or professional services from Service Provider, the parties will enter into a mutually agreed professional services agreement or custom statement of work to reflect such services.

### 3. CLIENT RESPONSIBILITIES

**3.1 Passwords and Authorized Use.** Client acknowledges that use of the Service requires that it register with Service Provider. Client shall cause all employees or subcontractors of Client authorized to access the Service ("Users") to create an account to have access to the Service ("Registered Users"). Client shall cause each Registered User to (a) provide true, accurate, current and complete information about the User prompted by the registration form (such information being the "Registration Data"); (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (c) only access the Service through the account tied to such Registration Data. Service Provider has the right to suspend or terminate any Registered User account and refuse any and all current or future use of the Service (or any portion thereof) to anyone that provides false or inaccurate data. Each Registered User is entirely responsible for the security and confidentiality of such User's password and account. Client and each Registered User are entirely responsible for any and all activities that occur under that Registered User's account. Client shall immediately notify Service Provider of any unauthorized use of a Registered User's account or any other breach of security of which Client becomes aware.

**3.2 Accuracy and Review of Client Material.** Client assumes sole responsibility for: (a) the Client Materials; and (b) ensuring that the Client Materials do not infringe or violate any right of any third party.

**4. DATA BACKUP.** Service Provider disclaims any and all responsibility for any loss of any Client Materials, data or results from the Service. Service Provider provides basic backup service through Service Provider third party hosting provider. Customer however may select additional backup of customer data. Service Provider is not responsible for any Client performed backup of any Client Materials, data or results. Client acknowledges that data conversion, processing and manipulation are subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage. To the extent within its control, Client is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data. In the event of termination or expiration of this Agreement or disconnection of the Service, Service Provider may delete or store, in its discretion, any files, programs, data or messages associated with Client's account; provided that anything stored will continue to be protected under the confidentiality obligations (if applicable to such items stored) under this Agreement.

### 5. LICENSE GRANTS

**5.1 Service Provider's Grant of License.** So long as Client complies with Service Provider's acceptable use policy attached hereto as **Exhibit C**, Service Provider grants Registered Users of Client a limited, royalty-free, worldwide, non-exclusive, non-transferable license to use, access, input data into, process data through and display the Service for Client's internal use during the Term as set forth in the order form or similar document. Client (or a Registered User) may not use, copy, modify, rent, loan, lease, sublicense, create derivative works or distribute the Service for any other purposes or make the Service available to non-Registered Users. Service Provider grants no rights other than explicitly granted herein, and Client shall not exceed the scope of its license. Client will not, and will not authorize Registered Users to: (i) sell, resell, lease, lend, or the functional equivalent thereof, the Service in whole or in part, to a third party, (ii) in any way alter, change, modify, adapt, translate or make derivative works of the Service, (iii) transmit any viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data or personal information, or (iv) sublicense or operate the Service for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than Registered Users. Service Provider reserves all rights not expressly granted to Client hereunder. All techniques, know-how, software, algorithms and methods or rights thereto owned by Service Provider at the time this Agreement is executed, developed during the course of the design, development, and provision of the Service, or which are employed by Service Provider in connection with the Service, shall be and remain the property of Service Provider. Client shall not decompile, disassemble, or reverse engineer the Service or any elements of the Service, or otherwise derive source or object code from the Service or any elements thereof. Client agrees not to access the Service by any means other than through the interfaces that are provided by Service Provider. Client shall not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Client shall ensure that all access and use of the Service by Registered Users is in accordance with the terms and conditions of this Agreement, including but not limited to those Registered Users that are contractors and agents. Any action or breach by any of such contractors, agents or Affiliates shall be deemed an action or breach by Client.

**5.2 Client's Grant of License.** Client hereby grants to Service Provider a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, perform, display, digitally perform, make, have made, store, maintain and import all Client Materials for the purposes of providing and operating the Service. The license may also be exercised on behalf of Service Provider by third parties acting on Service Provider's behalf (e.g., technology partners, service providers and independent contractors) to the extent necessary to perform the Services. To the extent necessary, Client further grants to Service Provider all rights necessary in the Client Materials in order for Service Provider to exercise its rights regarding the Usage Data as described in Section 6.

**5.3 Feedback.** Service Provider shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the operation of the Service.

**6. OWNERSHIP.** As between Service Provider and Client, Service Provider (or its licensors) is the sole and exclusive owner, and will retain all right, title and interest in and to the Service, including without limitation all of the software comprising any portion thereof and all related services, specifications, documentation, technical information, corrections, modifications, additions, improvements and enhancements to and all intellectual property rights in the foregoing. As between Service Provider and Client, the Client Materials and any projects completed by Client using Service Provider shall be and remain the sole and exclusive property of Client. As between Service Provider and Client, all data analytics and aggregated data generated from Client's use of the Service shall be the sole and exclusive property of Service Provider. Service Provider shall have the right to use, create derivative works of, distribute and otherwise exploit all such data analytics and anonymous, aggregate usage data derived from Client Materials ("Usage Data") such as the aggregate number of transactions that occur within a particular Service.

## **7. PAYMENTS.**

**7.1 Fees.** During the term of this Agreement, Client will pay Service Provider the per account fees at the rates set forth on the order form or similar document (the "Fees"). Service Provider may increase the Fees at any time upon thirty (30) days prior written notice. All fees and charges under this Agreement will be invoiced annually, in advance and are due net thirty (30) days from the invoice date. If Client fails to pay those Fees not subject to a good faith dispute within thirty (30) days of the invoice date, Service Provider may impose a late fee, suspend the Service, or both, in its discretion.

**7.2 Taxes.** Client shall pay or reimburse Service Provider for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed specifically by reason of the performance by Service Provider under this Agreement; excluding, however, taxes measured by Service Provider's profits, its overall sales, employment and similar taxes incurred in connection with persons performing services for Service Provider, and property or other taxes measured in whole or in part by the value of Service Provider's assets.

## **8. TERM AND TERMINATION.**

**8.1 Term.** The initial term of this Agreement shall be for a period of one (1) year following the Effective Date. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless terminated by written notice by a party at least sixty (60) days before the expiration of the then current term.

**8.2 Suspension for Cause.** Service Provider may suspend Client's access to the Service upon written notice in the event that Client exceeds the license described in Section 5.1, Client fails to pay any amount when due, Client breaches Section 9, or where Service Provider reasonably believes such action is necessary to protect the security or integrity of the Service or any data thereon.

**8.3 Termination for Cause.** Except as otherwise provided for herein, either party may terminate this Agreement (a) upon the material breach of the other party, provided that the breaching party shall have thirty (30) days to cure such breach following written notice unless the breach by its nature takes longer than thirty (30) days to cure in which case the breaching party shall not be in breach so long as the party begins to cure the breach within thirty (30) days and diligently completes such cure; (b) upon the cessation of business by either party or the filing of a petition in bankruptcy (voluntary or involuntary) with respect to a party, which in the case of an involuntary petition the party shall have sixty (60) days in which to vacate such petition; or (c) upon the failure by Client to pay any amount due hereunder, provided that Client shall have ten (10) days to cure such monetary breach following written notice. Service Provider may further terminate this Agreement with thirty (30) days' prior written notice in the event that there is any material change in circumstance that will result in substantial

interference in Service Provider's operation or any substantial increase in the cost of Service Provider's cost of doing business.

**8.4 Effect of Termination.** Upon any termination of this Agreement, all rights and obligations of the parties under this Agreement will be extinguished, except that (a) the rights and obligations under Sections 5.3, 6, 7.2, 8.4, 11, 12, 13, and 15 will survive the termination of the Agreement, and (b) Client shall pay all unpaid and outstanding fees through the effective date of termination or expiration of the Agreement.

**9. LAWFUL CONDUCT.** Client shall comply with all applicable local, state, and federal laws and regulations, and, to the extent that Client establishes offices outside the United States, applicable foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. The Service is not designed for the transfer or processing of credit card or other sensitive financial information and is not PCI compliant. Client shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Client represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Client shall not authorize Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Client shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Client will not knowingly send any electronic communication from the Service that is unlawful, harassing, libelous, defamatory or threatening; provided that Client has taken commercially reasonable measures to prevent all such occurrences.

**10. WARRANTIES.** Each party represents and warrants to the other party that (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which such party is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**11. INDEMNIFICATION.**

**11.1** Client agrees to indemnify and hold harmless Service Provider (its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents and representatives) (together, the "Service Provider Indemnified Parties") against any cost, claim, liability or expense any of the Service Provider Indemnified Parties incur as a result of or arising out of or related to: (i) Client's unauthorized use of the Service; (ii) Client's willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of Client's Registration Data; and (iv) Client's violation of any third party intellectual property rights. The applicable Service Provider Indemnified Party shall provide Client written notice of any claim for it seeks indemnification under this Section.

**11.2** Service Provider agrees to indemnify and hold harmless Client (its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents and representatives) (together, the "Client Indemnified Parties") against any cost, claim, liability or expense any of the Client Indemnified Parties incur as a result of or arising out of or related to a third party claim for: (i) Service Provider's willful, negligent, tortious or criminal acts or omissions; (iii) any improper access of Client's Materials; and (iv) Service Provider's violation of any third party intellectual property rights. The applicable Client Indemnified Party shall provide Client written notice of any claim for it seeks indemnification under this Section.

**11.3** The Indemnified Party shall provide the Indemnifying Party with prompt written notice of any third party claims covered by this Section 11. The Indemnifying Party has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnified Party's behalf. The Indemnified Party shall not make any admission(s) which might be prejudicial to the Indemnifying Party and shall not enter into a settlement without the express permission of the Indemnifying Party.

**11.4** If the Service is held to infringe, or the parties agree that the Service appears likely to be held to be infringing, Service Provider shall have the option, at its expense to (i) replace or modify the Service, as appropriate, (ii) obtain a license for Client to continue using the Service, (iii) replace the Service with a functionally equivalent service; or (iv) terminate the Service and refund the prepaid, unused portion of the fees previously paid by Client (if any) that are applicable to the terminated Service. This Section 11.4 states Service Provider's entire liability and Client's exclusive remedy for any claim of intellectual property infringement.

## **12. CONFIDENTIAL INFORMATION AND DATA SECURITY.**

**12.1** Each party acknowledges and agrees that it (and its subcontractor(s), if any), in performing its obligations under this Agreement, shall have access to or be directly or indirectly exposed to each other's Confidential Information. Each party shall hold confidential all Confidential Information and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. Each party shall use reasonable measures and reasonable efforts to provide protection for each other's Confidential Information, including measures at least as strict as those each party uses to protect its own Confidential Information. Such measures shall include, without limitation, requiring employees and independent contractors to sign a non-disclosure agreement before obtaining access to the other party's Confidential Information and such other measures as the party takes to protect its Confidential Information or trade secrets in the course of its business. "Confidential Information" means information in the possession or under the control of a party relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine readable form, Client Materials, source code and information pertaining to usage and design of the Service, and the terms and conditions of this Agreement.

**12.2** The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information.

**12.3** Service Provider will implement commercially reasonable physical, technical, administrative and organizational safeguards to protect any Client Materials or Client or Customer data or Confidential Information that are no less rigorous than accepted industry security practices and will ensure that all such safeguards are in compliance with all applicable data protection and privacy laws and regulations. Upon Client's request, Service Provider will provide Client with copies of Service Provider's (or Service Provider's contractors') SOC1 SSAE Type II or SOC3 AT 101 Type II audit or similar report showing the results of a third party conducted security test.

**12.4** Because of the unique nature of each party's proprietary materials, each party understands and agrees that the other party may suffer irreparable injury in the event that a party fails to comply with any of the terms of this Section 12, and that monetary damages may be inadequate to compensate for such breach. Accordingly, each party agrees that the other party will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement against any actual or threatened breach of this Section 12.

## **13. DISCLAIMERS OF WARRANTY; LIMITATION OF LIABILITY.**

**13.1** THE SERVICE IS MADE AVAILABLE BY SERVICE PROVIDER TO CLIENT "AS IS" AND "WITH ALL FAULTS, ERRORS, BUGS AND DEFECTS." EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, SERVICE PROVIDER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION, CHARACTER, NATURE, CAPABILITY, PERFORMANCE, SECURITY, AVAILABILITY, SUITABILITY, TITLE, SOURCE OR ANY OTHER CHARACTERISTIC OF THE SERVICE OR ANY PORTION THEREOF. SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR THIS AGREEMENT, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT THE SERVICE WILL BE SECURE OR ERROR-FREE, WILL MEET CLIENT'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR.

**13.2** EXCEPT WITH RESPECT TO DAMAGES OR LIABILITY ARISING FROM (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (B) A PARTY'S BREACH OF ITS OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION, OR (C) GROSS NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL (I) EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, INCLUDING ANY LOSS OF REVENUE, PROFITS, OR DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR ALL CLAIMS ACCRUING DURING THE TERM OF THIS

AGREEMENT EXCEED THE GREATER OF THE AMOUNTS PAID OR PAYABLE BY CLIENT UNDER THE AGREEMENT.

**14. NOTICES.** Unless otherwise specifically provided in this Agreement, every notice or other communications required or permitted under this Agreement shall be valid only if in writing and shall be delivered by e-mail, fax, personal delivery; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed to the names and addresses of each party set forth on the corresponding order form or similar document.

**15. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other. Notwithstanding the foregoing, either party may assign or transfer this Agreement without consent to an Affiliate or to an entity acquiring or succeeding to all or substantially all of Service Provider's assets, business or stock.

**16. GENERAL PROVISIONS.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California without regard to its conflict of laws provisions. The titles of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any section. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement. The words "include" and "including" and variations thereof are not terms of limitation, but rather shall be deemed to be followed by the words "without limitation." This Agreement, including the corresponding order form or similar document and any other policies referenced herein, represents the entire agreement between the parties with respect to the subject matter hereof and all other negotiations, understandings and agreements relating thereto, whether written or oral, including but not limited to all requests for proposal, proposals, payments or other forms, are nullified and superseded hereby. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. A waiver of any of the terms of this Agreement, or any breach or default hereunder, shall not be deemed or construed as a waiver of such terms for the future or any subsequent breach or default, whether or not of the same or similar nature. This Agreement may only be modified, amended or supplemented in a written document signed by authorized signatories of both parties subsequent to the date of execution of this Agreement. If any litigation is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered, as well as subsequent to judgment in obtaining execution thereof.

## EXHIBIT A

### Service Level Agreement

#### Service Availability:

Evident.io shall make the Service available 99.9% of the time, including search and ingestion, except as provided below (“SLA”). Availability will be calculated per calendar month, as follows:

$$\left( \left( \frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right) \geq 99.9\%$$

Where:

- o “*total*” means the total number of minutes in the calendar month;
- o “*nonexcluded*” means downtime that is not *excluded*; and o  
“*excluded*” means:
  - o Any planned downtime (not to exceed 10 hours in any calendar month) for which Evident.io gives 72 or more hours’ written notice in accordance with Section 15 of the Agreement. This scheduled down time is for deployment of new code to the services “upgrade” and is a maximum not to exceed window.
  - o Any unavailability caused by circumstances beyond Evident.io’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Evident.io employees).
  - o Any unavailability caused by or arising principally from a Client act or omission.

**Service Availability Remedies.** Should Evident.io fail to meet the SLA as set forth above (“Unavailability”),

Client may continue to use the Service but receive a service credit of 1/30<sup>th</sup> the monthly fee for each day the Service is “Affected”, by making a claim in writing to Evident.io as described below. Affected, for purposes of calculating service credits, shall mean the day in a particular calendar month during which the Service first meets the definition of Unavailability, and each day thereafter in such calendar month during which there occurs any non-excluded downtime. All claims of Unavailability will be verified against Evident.io’s system records. Should Evident.io dispute any period of Unavailability alleged by Client (a “Dispute”), Evident.io will provide to Client a record of Service availability for the applicable period. Should Evident.io fail to meet the SLA as set forth above (a) for more than two (2) consecutive months, or (b) four (4) months in any twelve (12) month period, or (c) if the Service is in a state of Unavailability for more than 48 consecutive hours, Client may terminate the Agreement for cause in accordance with Section 8.4 therein. The remedies described in this paragraph shall be the sole financial remedy available to Client for breach of the SLA.

#### **Reporting, Claims and Notices.**

Evident.io will provide Client SLA reports showing Service availability promptly upon Client request and at most once per calendar quarter, except in the event of a Dispute in which case Client shall be entitled to promptly obtain a requested report. To claim a remedy under this SLA, Client shall send Evident.io a notice, via email addressed to support@evident.io no later than 10 business days after the end of each calendar quarter, except where a Service subscription ends on a date other than the last day of a calendar quarter, in which case any

claim related to that subscription must be submitted no later than 20 business days after the subscription end date.



## **EXHIBIT B**

### **Technical Support Service Level Agreement**

This Support Service Level Agreement (“SLA”) defines the support services provided by Evident.io, Inc. to customers (“you”) for the licensed use of the Evident Security Platform (“ESP”).

1.0. **Contact Methods:** Evident.io will provide reasonable telephone, email and/or portal support for all technical issues relating to the use of our platform (including errors or problems with ESP, issues during setup, and assistance understanding specific features).

1.1. **Support Phone Number:** 855-933-1337, then dial the support extension as prompted

1.2. **Support Email Address:** support@evident.io

1.3. **Support Portal:** <https://support.evident.io>

2.0 **Support Hours:**

2.1. Evident.io customers with active subscriptions will receive email support during US business hours defined as 9:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding public holidays.

2.2. Evident.io customers with Enterprise subscriptions will receive email and/or telephone support during US business hours defined as 9:00 AM to 5:00 PM Pacific Time, Monday through Friday, excluding public holidays.

2.3. Customers with the optional Premium Support subscription will receive telephone and email support 24 hours a day, 7 days a week.

3.0. **Response Times and Severity Definitions:** Evident.io resources will be allocated to resolve reported problems based on the severity level of the particular issue. Evident.io will use commercially reasonable efforts to provide an acceptable resolution, workaround, or a plan for the provision of a resolution in the timeframe set forth in the table below:

<b>Severity Level</b>	<b>Definition</b>	<b>Response Time</b>	<b>Standard Support Hours</b>	<b>Optional Premium Support</b>
Sev1 Critical	An error that causes ESP to be either down, or functioning at a significantly reduced capacity. An event substantially impacting a customer’s business.	1 hour	M-F 9-5 PST	24x7
Sev2 Major	A critical component of ESP is unavailable or not functioning as designed. A large number of customers impacted.	2 hours	M-F 9-5 PST	24x7
Sev3 Normal	An error that causes partial or non-critical loss of functionality on a production system. Limited business impact. A small number of affected users.	4 Business Hours	M-F 9-5 PST	24x7

Sev4 Minor	An error that causes minor impact on the use of the product, impacting a single user.	8 Business Hours	M-F 9-5 PST	M-F 9-5 PST
Sev5 Low	A request for a new feature, documentation, or an explanation of product functionality.	Next Business Day	M-F 9-5 PST	M-F 9-5 PST

(A) **Acknowledgement:** Once a problem has been reported, customers will receive an acknowledgement via email, phone or the support portal. A qualified member of our support staff will begin to diagnose and correct the issue immediately after.

(B) **Status Updates:** While the support staff investigates the issue, customers may receive regular communications, via email, phone or the support portal requesting additional information and/or providing status updates.

(C) **Resolution:** In response to the problem reported, customers will receive, as appropriate, one of the following resolutions: an existing correction, a new correction, a viable workaround, or a plan on how the problem will be addressed.

4.0. **Escalation Process:** If a request or issue is not being resolved in a satisfactory timeframe, Evident.io customers may choose to escalate an existing support case using the following contacts. For after hours (Monday-Friday 9am-5pm PST) escalation, please contact the Evident.io Support team at 855-933-1337 and ask to speak with a support manager.

Escalation Level	Contact's Title	Contact's Name	Email Address	Phone Number
General Issues	Support Engineer	Support Engineer	support@evident.io	855-933-1337 ext.2
Escalation Manager	Support Lead	Randy Will	cilynx@evident.io	855-933-1337 ext. 105
Account Manager	Account Manager	Account Manager	sales@evident.io	855-933-1337 ext. 1
Executive Escalation	CTO	Justin Lundy	jbl@evident.io	855-933-1337 ext. 103

## **EXHIBIT C**

### **Acceptable Use Policy**

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Hosted Service offered by Service Provider (the "Hosted Service") and the website located at www.Service Provider.com (the "Service Provider Site"). The examples described in this Policy are not exhaustive. We may modify this Policy at any time by posting a revised version on the Service Provider Site. By using the Hosted Service or accessing the Service Provider Site, you agree to the latest version of this Policy. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Hosted Service.

#### **No Illegal, Harmful, or Offensive Use or Content**

You may not use, or encourage, promote, facilitate or instruct others to use, the Hosted Service or Service Provider Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

- *Illegal Activities.* Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
- *Harmful or Fraudulent Activities.* Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
- *Infringing Content.* Content that infringes or misappropriates the intellectual property or proprietary rights of others.
- *Offensive Content.* Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
- *Harmful Content.* Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

#### **No Security Violations**

You may not use the Hosted Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

- *Unauthorized Access.* Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System.
- *Interception.* Monitoring of data or traffic on a System without permission.
- *Falsification of Origin.* Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

#### **No Network Abuse**

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include:

- *Monitoring or Crawling.* Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
- *Denial of Service (DoS).* Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- *Intentional Interference.* Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- *Operation of Certain Network Services.* Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- *Avoiding System Restrictions.* Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

## **No E-Mail or Other Message Abuse**

You will not distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like “spam”), including commercial advertising and informational announcements. You will not alter or obscure mail headers or assume a sender’s identity without the sender’s explicit permission. You will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

## **Our Monitoring and Enforcement**

We reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Hosted Service or Service Provider Site. We may:

- investigate violations of this Policy or misuse of the Hosted Service or Service Provider Site; or
- remove, disable access to, or modify any content or resource that violates this Policy or any other agreement we have with you for use of the Hosted Service or the Service Provider Site.

We may report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

## **Reporting of Violations of this Policy**

If you become aware of any violation of this Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please e-mail us at [support@evident.io](mailto:support@evident.io).