

The following Licensing Addendum for SaaS (the "**SaaS Addendum**") is made part of the agreement entered into by and between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**"). Capitalized terms used but not defined in this document have the meanings assigned to them elsewhere in the Master Agreement. To the extent there are any inconsistencies between the terms of this SaaS Addendum and the terms of any document this SaaS Addendum is attached to, this SaaS Addendum will prevail, except with respect to the Quote.

1. Definitions. The following terms have the meanings given to them below.

- 1.1. "**Business Module**" means the configuration for the data, user interface, reports, and business logic elements used in the Software in question as deployed by Customer. Each deployment of Software with a separately configured business module requires a separate subscription, but Customer may deploy validly subscribed Software without limitation as to number of services deployed. For greater certainty, the term "business module" refers to the above technical configuration issue and does not imply a reference to or limitations on use of the Software in any of the business lines conducted by Customer.
- 1.2. "**Content Only**" means a subscription to access content that the Service Provider shall provide to the Customer via a web feed for the countries or regions and at the frequency stated in the Quote. For clarity, a Content Only I subscription does not give the Customer the right to use or access the Software.
- 1.3. "**Core**" means a processor of a computer processing unit as allocated by Customer and is made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a Production, Production Backup, or Non-Production environment. If run in a virtualized environment, then one logical processor will be counted as one Core. Logical processor counting must count to peak virtual processor count provisioned at any time during subscription period.
- 1.4. "**CPU**" means any single processing unit of any model, size, power or level, including, but not limited to, a personal computer, laptop or portable computer, virtual machine, server, central processing unit or attached processor or multi-processor complex, irrespective of the number of processors, using one or more operating systems, including its associated peripheral units.
- 1.5. "**Named User**" means a person authorized on behalf of the Customer to access and use the Software. The Customer must be able to identify and count each Named User. A Named User does not need to be registered to use the Software in order to be counted as such. A subscription may be transferred from one Named User to another provided that the original Named User no longer uses or is no longer permitted to access the Software.
- 1.6. "**Server Seats**" means the number of authorized servers on which the Software may be installed and used.
- 1.7. "**Site**" means, as applicable, either (i) a single sub-entity created with a domain name customization, or (ii) the physical location and the hardware/operating system environment on which the Software may be installed and used as stated in the Quote.
- 1.8. "**Software**" means the application(s) listed in the Quote.
- 1.9. "**Transaction**" means the number of the types of transactions listed in the Quote that Customer may complete during the term specified therein. In the event Customer exceeds the allotted transaction volume at any time during the term, the Service Provider will invoice Customer at an agreed rate for each additional transaction over the allotted amount.
- 1.10. "**User**" means a single individual authorized to use the Software in any role including administrators, developers, and end-user operators.

2. Subscription Models. Unless otherwise stated in the Quote, the subscription models for the Software are as follows (each a "**Subscription Unit**"):

- 2.1. if the Software is **GoMembers** and the Software is subscribed on a (a) per Concurrent User or (b) per Named User basis then the total number of Concurrent Users or Named Users cannot exceed the subscriptions purchased by the Customer;
- 2.2. the Software is **GoMembers** and the Software is subscribed on a Business Module basis then the Software is subscribed as stated in the Quote;
- 2.3. if the Software is **Knova** and the Software is subscribed on a (a) per Core or (b) per Named User basis then the total number of Cores or Named Users cannot exceed the subscriptions purchased by the Customer;
- 2.4. if the Software is **Pivotal** and the Software is subscribed on a (a) per Server Seat or (b) per Named User basis then the total number of Server Seats or Named Users cannot exceed the subscriptions purchased by the Customer;
- 2.5. if the Software is **Saratoga** and the Software is subscribed on a (a) per Server Seat, (b) per Named User or (c) per Concurrent User basis then the total number of Server Seats, Named Users or Concurrent Users cannot exceed the

- subscriptions purchased by the Customer;
- 2.6. if the Software is **Verdiem** and the Software is subscribed on a per CPU basis then the total number of CPUs cannot exceed the subscriptions purchased by the Customer;
 - 2.7. if the Software is **Tradebeam** and the Software is subscribed on a (a) per Site or (b) per Transaction basis then the total number of Sites or Transactions cannot exceed the subscriptions purchased by the Customer;
 - 2.8. if the Software is **Tradebeam** and the Software is subscribed on a (a) Content Only or (b) Business Module basis then the Software is subscribed as stated in the Quote;
 - 2.9. if the Software is **Vision** and the Software is subscribed on a (a) Fixed basis, (b) Manual or (c) Monthly basis then the Software is subscribed as stated in the Quote;
 - 2.10. if the Software is **Skyvera Social** or **Skyvera Smart Routines** then the Software is subscribed on a per User basis, where the total number of Users cannot exceed the subscriptions purchased by the Customer. In addition to the reporting obligations under the Master Agreement, once per year, at least ninety (90) days prior to the expiration of the annual term, the Customer shall deliver to Service Provider the 'Active User Report' output generated by the Software as screenshot, that reflects Customer's then-current level of use of the Software;
 - 2.11. if the Software is **Bonzai Intranet**, then the Software is subscribed on a per User basis, where the total number of Users cannot exceed the subscriptions purchased by the Customer.
3. **Third-Party Components.** The Software may contain or be accompanied by certain third-party components created and separately subscribed to Customer by third parties. CONSEQUENTLY, SERVICE PROVIDER'S PROVISION OF THIRD-PARTY COMPONENTS TO CUSTOMER IS ON "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS.
 4. **Patent Notices.** Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("US") and non-US patents. A listing that associates patented and patent-pending products included in the Software, Software updates, their related technology and services with one or more patent numbers available for Customer's and the general public's access at: www.aurea.com/legal/ or www.ignitotech.com/legal (hereinafter, the "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates.
 5. **Qlik Products Additional Terms.** The following terms and conditions apply to the Qlik Products (defined below).
 - 5.1. **Definitions.** The following terms have the meanings given to them below.
 - 5.1.1. "**Advanced User**" is a User that is permitted to author sheets, objects, reports and charts based on the pre-existing dataset provided by Service Provider based on the Software.
 - 5.1.2. "**User**" means an employee of the Customer.
 - 5.1.3. "**Viewer User**" is a User that is limited to viewing the data and other information as displayed via the Software, but not to (a) create any application, sheet, report or visualizations and (b) update or share any data, in any Software.
 - 5.2. **Qlik Products Terms.**
 - 5.2.1. Customer acknowledges that the Software contains or incorporates proprietary software owned by QlikTech Inc. and its affiliates ("**Qlik Products**"). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the Software. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the Software. Qlik and its affiliates are third party beneficiaries of this SaaS Addendum and may enforce the applicable terms and conditions of this SaaS Addendum.
 - 5.2.2. Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this SaaS Addendum. Customer shall not, directly or indirectly: (a) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (b) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any Software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law;
 - (d) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (e) use the Qlik Products in any manner not authorized by this SaaS Addendum.

- 5.2.3. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
- 5.2.4. Customer agrees to (a) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (b) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Service Provider, Qlik or their respective affiliates shall have any obligation or liability with respect thereto.
- 5.2.5. Individual software components, each of which has its own copyright and its own applicable license or subscription conditions ("**Third Party Software**") may be distributed, embedded, or bundled with the Qlik Products. Such Third Party Software is separately licensed or subscribed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software.
- 5.2.6. This SaaS Addendum, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon Customer's breach of any of the terms of this SaaS Addendum.
- 5.2.7. Service Provider grants the Customer a non-exclusive, non-transferable, revocable and non-assignable subscription to use each Qlik Product only in accordance with the terms of this SaaS Addendum. For clarity, the terms of the Master Agreement, as modified by this SaaS Addendum will govern the Use of the Qlik Products.
- 5.2.8. The Customer shall ensure that (a) any copy of the Qlik Product is produced only in accordance with the terms of the SaaS Addendum and for the Customer's own benefit, (b) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (c) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the SaaS Addendum. Further, the Service Provider shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of this SaaS Addendum.
- 5.2.9. If Customer engages a third party hosting provider to host the Software on Customer's behalf, Customer shall be responsible for such third party hosting provider's compliance with these terms. Further, such third party hosting provider shall be restricted to hosting the Software only on Customer's behalf and may not use the Software for any other purpose.