

Schedule for Hosted Software Services

This Schedule for Hosted Software Services (this “Hosting Schedule”) is entered into by and between the parties listed, and as of the Effective Date stated on the Quote, referencing agreement, or any other agreement that has been executed by the parties and references this Hosting Schedule (the “Referencing Agreement”). This Hosting Schedule supplements the terms of the Software License Terms and Conditions (the “License Agreement”), the Support Services Terms, and any other applicable documents referenced therein (collectively, the “Agreement”). This Hosting Schedule sets forth the terms and conditions under which the Service Provider will host and provide access to the software identified in the Referencing Agreement (the “Software”) as a hosted service (the “Hosted Services”), rather than the Software being installed on-premises by Customer. In the event of a conflict between this Hosting Schedule and the other portions of the Agreement, the terms of this Hosting Schedule shall prevail with respect to the Hosted Services.

By signing/agreeing to a Referencing Agreement that references this Hosting Schedule, each party acknowledges that it has read, understands, and agrees to the terms of this Hosting Schedule. Any capitalized term used but not defined in this Hosting Schedule shall have the meaning ascribed to it in the License Agreement.

1. Hosted Services Grant and Scope

- 1.1. **Hosted Services Grant.** Subject to Customer’s compliance with the terms of the Agreement (as modified by this Hosting Schedule), Service Provider grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable subscription during the Subscription Term to access and use the Software via the Hosted Services solely for Customer’s internal business purposes, in accordance with the Documentation, the License Model specified in the License Agreement, and all limitations and restrictions set forth in the Agreement. Customer’s use is limited to the number of Authorized Users, license units, or other metrics as specified in the Referencing Agreement.
- 1.2. **Hosting Environment.** Service Provider will host the Software on servers controlled by Service Provider or its third-party hosting providers (the “Hosting Environment”). Customer will access the Hosted Services remotely via the internet using secure credentials provided by Service Provider. Service Provider reserves the right to modify the Hosting Environment, including migrating to different providers or infrastructure, provided such changes do not materially degrade the performance or availability of the Hosted Services.
- 1.3. **Modifications to On-Prem Terms.** All references in the Agreement to “on-premises,” “installation,” “delivery of Master Copy,” “archival and backup copies,” “marking,” “records,” “verification”, or Customer’s responsibility for hardware,

software, or facilities are inapplicable to the Hosted Services and are hereby deleted. Instead, Service Provider shall be responsible for the operation, maintenance, and security of the Hosting Environment as described herein.

- 1.4. **Authorized Users.** Access to the Hosted Services is limited to Authorized Users only. Customer is responsible for all activities occurring under its accounts and for ensuring Authorized Users comply with the Agreement.
- 1.5. **Third-Party Components and Products.** The Hosted Services may include Third-Party Components or Third-Party Products, which are provided “AS IS” without warranty from Service Provider, as set forth in the License Agreement.
- 1.6. **Suspension.** Service Provider may suspend access to the Hosted Services for uncured, non-payment of subscription Fees (after fifteen (15) days’ notice) or uncured material breach of this Hosting Schedule, at its sole discretion.

2. Service Levels and Availability

2.1. Definitions.

- **“Downtime”** means the time in which any service is not capable of being accessed or used by the Customer, as monitored by Service Provider.
 - **Exclusion from Downtime:** The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:
 - Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Service Provider will endeavor to provide seven (7) days’ advance notice of service-affecting scheduled maintenance); or
 - Service unavailability caused by events outside of the direct control of Service Provider or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.
- **“Monthly Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in such calendar month, divided by the total number of minutes in that calendar month.

- 2.2. **Uptime Commitment.** Service Provider will use commercially reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.5% for any calendar month

(the “Service Provider SLA”). If Service Provider does not meet the Service Provider SLA, and so long as Customer’s account with Service Provider is current, Customer will be eligible to receive the service credits described below. These credits are Customer’s exclusive remedy (and Service Provider’s sole liability) with respect to Service Provider’s inability to meet the Service Provider SLA requirements. Service Provider explicitly disclaims all other remedies, whether in law or equity.

- 2.3. **Scheduled Maintenance.** Service Provider may perform maintenance on the Hosted Services (“Scheduled Maintenance”) during non-peak hours, with at least seven (7) days’ prior notice to Customer via email or through the Hosted Services portal. Scheduled Maintenance shall not exceed eight (8) hours per calendar month unless mutually agreed. Service Provider reserves the right to conduct emergency maintenance with minimal or no notice if necessary to protect the security or performance of the Hosted Services.
- 2.4. **Service Credits.** Credits are issued as financial reimbursement if (i) Service Provider does not meet the Service Provider SLA for a particular month during the Subscription Term, and (ii) Customer demonstrates that such failure prevented Customer from actually performing essential business functions through the Hosted Services (as reasonably determined by Service Provider based on the duration, scope, and timing of the service interruption). Upon approval of a claim, Service Provider will provide the applicable remedy set forth below:

Monthly Uptime Percentage	Service Credit
<99.5% but >= 99.2%	2% of the monthly subscription Fees
<99.2% but >= 99.0%	5% of the monthly subscription Fees
<99.0%	10% of the monthly subscription Fees

- 2.5. **Maximum Credit.** The maximum credit available to Customer if Service Provider is unable to meet the Service Provider SLA is up to ten percent (10%) of the monthly subscription Fees for the month of the occurrence. Any credit will be applied towards subscription of the Software and will not be paid to Customer as a refund. All claims for credit are subject to review and verification by Service Provider, and all credits will be based on Service Provider’s measurement of its performance of the service and will be final.
- 2.6. **2.6 Claim Procedure.** To receive a service credit for Service Provider’s failure to meet the Service Provider SLA in a particular calendar month, Customer must submit a claim via the customer support portal within thirty (30) days of the end of

the month during which the Service Provider did not meet the Service Provider SLA, and include the following information:

- Customer name and account number;
- The name of the service to which the claim relates;
- The name, email address, and telephone number of the Customer's designated contact; and
- Information supporting each claim of Downtime, including date, time, and a description of the incident and affected service, the materiality of the issue, all of which must fall within the calendar month for which the claim is being submitted.

2.7. **Monitoring and Reporting.** Service Provider will monitor the Hosted Services and may, at its discretion, provide Customer with access to a dashboard or reports on availability and performance upon request.

3. Data Management and Security

3.1. **Customer Data.** "Customer Data" means any data, content, or materials uploaded or inputted by Customer or Authorized Users into the Hosted Services. Customer retains ownership of Customer Data and grants Service Provider a non-exclusive, worldwide, royalty-free license to host, copy, transmit, display, and use Customer Data as necessary to provide the Hosted Services and perform its obligations under the Agreement.

3.2. **Data Security.** Service Provider will implement and maintain reasonable administrative, physical, and technical safeguards to protect Customer Data from unauthorized access, use, or disclosure, consistent with industry standards (e.g., SOC 2 Type II, ISO/IEC 27701 compliance or equivalent). This includes encryption of data in transit and at rest, access controls, regular security audits, and incident response procedures.

3.3. **Data Backup and Recovery.** Service Provider will perform regular backups of Customer Data (at least daily) and retain backups for at least seven (7) days. Service Provider will ensure that:
(a) the **Recovery Point Objective (RPO)** for Customer Data is no more than twenty-four (24) hours (i.e., Customer Data will be restorable to a point no more than twenty-four (24) hours prior to the data loss event); and
(b) the **Recovery Time Objective (RTO)** for Customer Data restoration is no more than forty-eight (48) hours from the time of detection of data loss.

Service Provider shall also implement, maintain, and periodically test backup and recovery processes to ensure compliance with these obligations. In the event of data loss due to Service Provider's fault, Service Provider will use commercially reasonable efforts to restore Customer Data from the most recent backup, but restoration is not guaranteed.

3.4. **Data Privacy.**

3.4.1. Data Processing Addendum. Obligations with respect to personally identifiable information are set forth in the Data Processing Addendum referenced in the License Agreement. Customer represents that it has obtained all necessary consents for processing Customer Data, including any personal data.

3.4.2. Cross-Border Transfers and Hosting Locations. Customer Data may be hosted in Canada, the United States, or the European Union. To the extent Customer Data is transferred across borders, Service Provider will ensure compliance with applicable data protection laws, including by relying on European Commission Standard Contractual Clauses, adequacy decisions, or other lawful transfer mechanisms, and will provide additional information about transfer safeguards upon reasonable request.

3.5. **Return and Deletion of Data.** Upon expiration or termination of the Subscription Term for the Hosted Services, Service Provider will make Customer Data available for export or download for thirty (30) days. Thereafter, Service Provider may delete all Customer Data at its discretion. Customer is solely responsible for exporting its data during this period.

3.6. **Cybersecurity and Penetration Testing**

3.6.1. Cybersecurity Program. Service Provider shall implement and maintain a comprehensive cybersecurity program designed to protect the Hosted Services and Customer Data against unauthorized access, disclosure, alteration, and destruction. This program shall align with industry standards such as SOC 2 Type II, ISO/IEC 27001, or equivalent frameworks.

3.6.2. Penetration Testing. Commencing with the first full calendar year after the Effective Date (as stated in the Referencing Agreement), Service Provider shall engage qualified independent third-party security professionals to perform penetration testing and vulnerability assessments of the Hosting Environment at least annually. Summaries of material findings and remediation measures will be made available to Customer upon written request, subject to reasonable confidentiality and security restrictions.

3.6.3. **Vulnerability Management.** Service Provider shall promptly address and remediate any critical or high-risk vulnerabilities identified through penetration testing, security audits, or vulnerability scans in accordance with industry best practices. Medium and low-risk vulnerabilities shall be addressed in a timely manner consistent with the potential impact to the Hosted Services.

4. Support for Hosted Services

4.1. **Included Support.** The Hosted Services include the support as described in the Support Services Terms, modified as follows: All references to “on-premises” support, Customer’s facilities, or Customer’s responsibility for troubleshooting hardware/software are inapplicable. Service Provider will provide support directly through the Hosting Environment.

4.2. **Updates and Upgrades.** Service Provider may apply Updates, patches, or upgrades to the Hosted Services at any time, at its sole discretion, provided they do not materially reduce functionality. Major Releases may be applied with reasonable notice and will be executed during an agreed timeslot.

5. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE HOSTED SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SERVICE PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HOSTED SERVICES OR THAT ALL DEFECTS WILL BE CORRECTED.

6. Miscellaneous

6.1. **Compliance.** Customer will not use the Hosted Services for high-risk activities (e.g., life-critical systems) or in violation of laws. Customer agrees to comply fully with all terms, conditions, and obligations set forth in the Agreement, including but not limited to those provisions addressing cybersecurity measures, malware prevention, virus protection, and system integrity safeguards. Any costs incurred in addressing Customer's failure to comply with such security obligations, including remediation, restoration, and incident response expenses, shall be additional charges payable by Customer.

6.2. **Entire Agreement.** This Hosting Schedule, together with the Agreement, constitutes the entire understanding with respect to the Hosted Services. Modifications to this Hosting Schedule must be in writing and signed by both parties.