

REVELWOOD DATAMAESTRO
TERMS OF SERVICE

THESE TERMS OF SERVICE CONSTITUTE AN AGREEMENT BETWEEN US AND YOU THAT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICE.

BY SUBMITTING AN ORDER FORM THAT REFERENCES THESE TERMS OF SERVICE OR BY USING THE SERVICE OR DOWNLOADING SOFTWARE FOR THE SERVICE, YOU AGREE TO THESE TERMS OF SERVICE. YOU REPRESENT THAT THE INDIVIDUAL THAT SUBMITTED THE ORDER FORM FOR THE SERVICE ON YOUR BEHALF HAD THE AUTHORITY TO BIND YOU (I.E., YOUR COMPANY) AND YOUR AFFILIATES TO THESE TERMS OF SERVICE. IF THE INDIVIDUAL THAT SUBMITTED THE ORDER FORM DID NOT HAVE SUCH AUTHORITY, YOU MAY NOT USE THE SERVICE. THESE TERMS OF SERVICE ARE EFFECTIVE BETWEEN YOU AND US AS OF THE EFFECTIVE DATE.

THESE TERMS OF SERVICE SHALL APPLY WHETHER YOU ORDER THE SERVICE DIRECTLY FROM US OR THROUGH A THIRD PARTY, SUCH AS A RESELLER. IF ANY PORTION OF THE SERVICE REQUIRES YOU TO REGISTER, YOU MUST COMPLETE THE REGISTRATION PROCESS BY PROVIDING US WITH CURRENT, COMPLETE AND ACCURATE INFORMATION AS PROMPTED BY THE APPLICABLE REGISTRATION FORM. YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. YOU MAY NOT ACCESS THE SERVICE OR DOWNLOAD SOFTWARE FOR THE SERVICE IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICE OR DOWNLOAD SOFTWARE FOR THE SERVICE FOR PURPOSES OF MONITORING ITS AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

1. Definitions.

- (a) "Affiliate" means, with respect to either party entity, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject party.
- (b) "Brands" means, with respect to either party, the name, trade name, trademarks and icons of such party.
- (c) "Documentation" means the applicable usage guides and policies, as updated from time to time, which are accessible online.
- (d) "Effective Date" means the date that You accept these Terms of Service.
- (e) "Hosted Version" means the version of the Service where the underlying software for the Service is installed on equipment operated by Us or Our suppliers or agents, and You are granted the right to access and use the Service remotely.
- (f) "Initial Term" shall have the meaning set forth in Section 4.
- (g) "Malicious Code" means code, files, scripts, agents or programs intended to damage the operation of the computer or property of another, including, for example, viruses, worms, time bombs, cancelbots and Trojan horses.
- (h) "On-Premise Software" shall have the meaning set forth in Section 2(b).
- (i) "On-Premise Version" means the version of the Service where the underlying software for the Service (i.e., the On-Premise Software) is downloaded by You from Our website for installation and use on Your own equipment.
- (j) "Order Form" means an ordering document, quote or online order specifying the Service to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

- (k) "Planning Analytics" means the IBM Planning Analytics solution, including the on-premise software version or the IBM hosted version, as modified and updated by IBM from time to time.
- (l) "Permitted Use" means use of the Service by Users to orchestrate Your Data for Your internal business purposes in connection with Your use of Planning Analytics.
- (m) "Renewal Term" shall have the meaning set forth in Section 4.
- (n) "Service" means the DataMaestro service that is ordered by You under an Order Form, as modified and updated by Us from time to time. The Service may be used by You and provided by Us either in the On-Premise Version or in the Hosted Version.
- (o) "Term" shall have the meaning set forth in Section 4.
- (p) "Terms of Service" means these Terms of Service, as the same may be amended or modified from time to time.
- (q) "Third Party Application" means third party products, applications, services, software, networks, systems, directories, websites, databases and information obtained separately by You which the Service links to, or which You may connect to or enable in conjunction with the Service, including, without limitation, Planning Analytics.
- (r) "Updates" means corrections, enhancements, updates and upgrades to the On-Premise Software that We make generally available for download by users of the On-Premise Version without charge as part of support.
- (s) "User" means an individual who is authorized by You to use the Service, for whom You have purchased a subscription and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (if the Service requires authentication). Users may include, for example, Your employees, consultants, subcontractors and agents who are using the Service for a Permitted Use. Users do not include third parties with which You transact business.
- (t) "We," "Us" or "Our" means Revelwood Inc., its successors and assigns.
- (u) "You" or "Your" means the company or other legal entity for which you are accepting these Terms of Service, and Affiliates of that company.
- (v) "Your Data" means Planning Analytics electronic data accessed and/or processed by or for You or a User via the Service.
- (w) "Your DataMaestro Data" means the electronic data You create within the Service when using the Service for accessing and/or processing Your Data.

2. Service; License; Minimum Requirements; Etc.

- (a) If you have submitted an executed or accepted Order Form and paid the applicable subscription fee for the Hosted Version, subject to these Terms of Service, We will (i) make the Hosted Version of the Service and the Documentation available to You during the Term for a Permitted Use, subject to the number of Users and the other parameters/limits in such Order Form, (ii) provide standard support for the Hosted Version of the Service to You at no additional charge, as specified in Attachment 1 hereto, as may be updated by Us from time to time, and (iii) use commercially reasonable efforts to the keep the Hosted Version of the Service available as set forth in Attachment 1 hereto.
- (b) If You have submitted an executed or accepted Order Form and paid the applicable subscription fee for the On-Premise Version, subject to these Terms of Service, We (i) will provide You the ability to download the software comprising the On-Premise Version of the Service, including all Updates thereto made available by Us from time to time (collectively, the "On-Premise

Software”) and the Documentation, (ii) hereby grant You a non-exclusive, nontransferable (except as otherwise set forth herein) and non-sublicensable license to access and use the On-Premise Software and the Documentation during the Term for a Permitted Use, subject to the number of Users and the other parameters/limits in such Order Form, and (iii) will provide standard support for the On-Premise Version of the Service to You at no additional charge, as specified in Attachment 1 hereto, as may be updated by Us from time to time. You shall have the right to install the On-Premise Software on the number of Planning Analytics servers set forth in the applicable Order Form, and make a reasonable number of additional copies of the On-Premise Software to be used solely for non-productive archival or passive disaster recovery purposes.

- (c) The Service must be accessed via a browser supported by the Service. The list of supported browsers can be found in the Documentation. In addition, if You are using the Hosted Version or the On-Premise Version of the Service, You must subscribe to/license a version of Planning Analytics that is supported by the Service. You shall (and shall cause Users to) maintain Your login name(s) and password(s) for the Service in confidence and shall not share the login information with any third party. You shall be responsible for any and all activity on the login, regardless of whether such activity was performed or approved by You. You shall allow access and use of the Service by no more than the maximum number of Users set forth in applicable Order Form, and be responsible for compliance by Users with these Terms of Service and for any breach by Users hereof.
 - (d) You acknowledge that the Service is being licensed and not sold to You, and that Your subscription for the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us or Our agent regarding future functionality or features.
 - (e) We have no obligation to monitor the content entered into the Service. However, We reserve the right to review content sent through the Service and to remove any content in Our sole discretion.
 - (f) Your Affiliates shall have the rights granted herein to use the Service, subject to the terms hereof. You shall be responsible for compliance by Your Affiliates (including their Users) with these Terms of Service, and for any breach by Your Affiliates (and their Users) hereof.
3. Subscription Fees and Payments. You agree to pay all fees set forth in the Order Forms annually in advance for the length of the Term set forth in the Order Form (e.g., if the Initial Term is for two (2) years, You will pay the annual fee in advance each year). In the event You are liable for any early termination fee for the early cancellation or termination of these Terms of Service as provided in Section 5(c), We shall bill You for such early termination fee upon such cancellation or termination. Except as otherwise specified herein or in an Order Form, (a) fees are based on the Service and subscriptions purchased and not actual usage, (b) payment obligations are non-cancelable and unless otherwise expressly provided in these Terms and Conditions, fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant Term. An Invoice for the Initial Term (the “Initial Invoice”) shall be provided and shall be due and payable in advance of the Initial Term (or, if the Initial Term is for more than one (1) year, in advance of the first year of the

Initial Term). Invoices will be provided annually thereafter at least thirty (30) days in advance of Your renewal date (or, if Your Initial Term is for more than one (1) year, in advance of each subsequent year during Your Initial Term) unless otherwise specified in the Order Form. Such invoices are to be paid before the commencement of the Renewal Term (or, if Your Initial Term is for more than one (1) year, before the commencement of each subsequent year during Your Initial Term). Without limiting Our rights under Section 5, if any such payment is not received within fifteen (15) days after the commencement of the Renewal Term (or, if Your Initial Term is for more than one (1) year, after the commencement of each subsequent year during Your Initial Term), We may provide a written notice to You of Your failure to submit payment (the "Non-Payment Notice"). If such payment is not received by Us within five (5) days after the date that the Non-Payment Notice was sent by Us, We may also suspend the Service until such payment is received. If such payment is not received within ten (10) days after the date that the Non-Payment Notice was sent by Us, we may terminate these Terms of Service for cause. We may condition future renewals and Order Forms on payment terms shorter than those specified in this Section 3. You shall pay or reimburse us (at Our election) for any costs of collecting any amount past due hereunder, including reasonable attorneys' fees and collection agency fees. We reserve the right to increase or modify fees for each Renewal Term for the Service. All fees are exclusive of, and You are responsible for, applicable federal, state, or local sales, use, excise or other applicable taxes, other than taxes on Our net income. You shall pay or reimburse Us for any such taxes and We may add any such taxes to invoices we submit to You.

4. Term. These Terms of Service will commence upon the Effective Date and continue for the term set forth in each Order Form (the "Initial Term") unless terminated earlier pursuant to Section 5(a) or 5(b). If no Initial Term is presented in the Order Form, the Initial Term of such Order Form shall be deemed to commence on the Effective Date and end on the day before the one (1) year anniversary of the Effective Date. For example, if the Effective Date is April 10, the end of the Initial Term shall be April 9 of the following year. ***Following the Initial Term, these Terms of Service shall renew for consecutive periods of one (1) year (each a "Renewal Term", and each Renewal Term together with the Initial Term, the "Term"), unless either party notifies the other party in writing, at least thirty (30) days before the end of the Term, of its desire to not renew the Term.*** Upon request, You shall acknowledge the commencement of each Renewal Term in writing; provided, that failure to acknowledge shall not affect the existence of the Renewal Term.
5. Termination; Effect of Termination.
 - (a) Either party may terminate these Terms of Service immediately (i) upon written notice to the other party in the event such other party has committed a material breach of these Terms of Service that remains uncured thirty (30) days after written notice of such breach, and (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. You may also terminate these Terms of Service upon at least five (5) days' written notice to Us within the first thirty (30) days of the Initial Term of Your initial Order Form without cause if You are not satisfied with the Service (a "Termination for Convenience"), in which event We shall refund the fees prepaid by You for the terminated Service on a pro rata basis for the remainder of the Initial Term from the effective date of notification, provided that You are not then in breach of Your obligations under these Terms of Service.

- (b) Notwithstanding anything to the contrary in these Terms of Service, We may also terminate these Terms of Service immediately upon written notice to You (i) if You fail to pay any outstanding invoice and do not cure such failure as provided in Section 3, or (ii) due to any breach by You of Section 8 or Section 9.
- (c) If these Terms of Service are terminated in accordance with Section 5(a) or 5(b) (other than by You under clause (i) or (ii) of Section 5(a) or due to a Termination for Convenience), You will pay to Us an early termination fee in the amount equal to all fees that would have become payable had these Terms of Service remained in effect until expiration of the Term will become immediately due and payable, and You shall pay such early termination fee, together with all previously-accrued but not yet paid fees, on receipt of Our invoice therefor. In no event will termination, including by You under clause (i) or (ii) of Section 5(a) or due to a Termination for Convenience, relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination. Upon any termination of these Terms of Service, We may, but are not obligated to, delete any of Your DataMaestro Data stored by us.
- (d) Upon termination of these Terms of Service for any reason, all rights granted to You for the Service shall immediately cease and You shall immediately (i) cease using the Service and Documentation, (ii) if You were using the On-Premise Version, remove and destroy all copies, installations, and instances of the On-Premise Software relating thereto from all of Your equipment on which such On-Premise Software was installed, and (iii) pay Us all amounts due and payable in accordance with the terms hereof.

6. Ownership.

- (a) You shall own all right, title and interest in and to Your Data, as well as any data that is based on or derived from Your Data (including Your DataMaestro Data) and provided to You as part of the Service (subject to Section 6(b) below). We shall own and retain all right, title and interest in and to (i) the Service and the Documentation, all improvements, enhancements or modifications thereto, and all new versions thereof, whether created or developed prior to, on or after the Effective Date, (ii) any software, applications, inventions or other technology developed at any time in connection with the Service or support provided hereunder, and (iii) all trademarks and tradenames, copyrights, patents, trade secrets, know-how and other intellectual property rights (whether or not registered) related to any of the foregoing. No rights are granted to You hereunder other than as expressly set forth herein. We reserve the right to discontinue or disable certain features and/or functionality of the Service that we believe are outdated or otherwise not generally necessary or used by Our customers.
- (b) Notwithstanding anything to the contrary, We shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information derived from Your DataMaestro Data), and We will be free (during and after the Term) to (i) use such information and data to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and Our other offerings, and

(ii) disclose such data solely in aggregate or other de-identified form in connection with Our business.

7. License to Use Feedback; License to Your Data and Third Party Applications.

- (a) You grant to Us, Our licensors and Our respective Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our, our licensors' and/or our respective Affiliates' services or products any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our, Our licensors' or Our respective Affiliates' services or products.
- (b) You understand that utilization of the Service requires Your input and access to Your Data (including Your DataMaestro Data). You grant Us, Our licensors and Our respective Affiliates and applicable contractors and service providers a worldwide, limited-term license to host, copy, reproduce, store, transmit and display Your Data (including Your DataMaestro Data), and any Third Party Applications obtained by You for use with the Service, as reasonably necessary to provide the Service in accordance with these Terms of Service. For the avoidance of doubt, the foregoing license includes the right for Us to access Planning Analytics licensed by You on Your servers (and, if applicable, to access any version of Planning Analytics subscribed for by You and hosted by IBM) for purposes of providing the Service. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under these Terms of Service in or to any of Your Data (including Your DataMaestro Data) or Third Party Application. Third Party Applications are governed by their own terms and conditions and are not considered part of the Service under these Terms of Service. You assume full responsibility for any damages, losses, costs, or harms arising from the use of or inability to use Third Party Applications.
- (c) If You are using the Hosted Version, We will back up Your DataMaestro Data on a regular basis in accordance with industry standards. Upon notification from You, We will use reasonable endeavors to restore the then most current backup of Your DataMaestro Data stored by Us.

8. Usage Restrictions. You will not (a) modify, decompile, disassemble or reverse engineer, or cause or permit any other party to modify, decompile, disassemble or reverse engineer the Service (including the On-Premise Software), (b) sublicense any of Our or Our licensor's intellectual property to third parties or sell, resell, rent, sublicense or lease the Service to third parties, (c) attempt to gain unauthorized access (or access that circumvents a contractual usage limit limit) to the Service or its related systems or networks, (d) use the Service to store or transmit Malicious Code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) use the Service to create competing products or services, (g) remove, suppress, or modify in any way any proprietary marking which is on or in the Service, which is visible during the operation of the Service, or which is on any media supplied with the Service, except where expressly permitted by Us in writing, or (h) violate any law, rule or regulation, when using the Service. In addition, You will, as required by applicable law, rule or regulation, provide notice to Users and Your customers and obtain consent if required for use of the Service, whether in Your privacy policy or otherwise. Any use of the Service in breach of these Terms of Service, the Documentation or any Order Form by You or Users that in Our judgment threatens the security,

integrity or availability of the Service may result in Our immediate suspension of the Service, and You shall be responsible for any breach of these Terms of Service, the Documentation or any Order Form by You or any User.

9. Confidential Information. We and You understand and agree that in connection with these Terms of Service, each party may have had or gain access to or may have been or be exposed to, directly or indirectly, private or confidential information of the other party, including, but not limited to, trade secrets, computer programs and code (including the On-Premise Software), scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, methodologies, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, documentation, details of its products and services, know-how, ideas, and technical, business, financial or marketing information, models, pricing, plans and strategies, as well as names and expertise of, and information relating to, vendors, employees, consultants, customers and prospects and any other information that the receiving party reasonably should know is confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (collectively, "Confidential Information"). Each party agrees to hold and treat all Confidential Information of the other party in confidence and will protect the Confidential Information using reasonable efforts, but in any event not less than the same degree of care as such party uses to protect its own Confidential Information of like nature. The Confidential Information will not, without the prior written consent of the other party, be disclosed to any third party except that the receiving party may disclose the Confidential Information or portions thereof to (a) its directors, officers, employees, subcontractors, agents and representatives on a need-to-know basis, so long as each such recipient agrees to be bound in writing to maintain the confidentiality of such information upon terms no less restrictive than those set forth herein, or (b) as may be required by law, applicable regulation or judicial process, provided, however, that if the receiving party is required to disclose such Confidential Information under this clause (b), the receiving party shall promptly notify the disclosing party, in writing, of such pending disclosure and consult with the disclosing party prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. Notwithstanding anything contained herein to the contrary, Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives), (ii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information, or (iii) has been independently acquired or developed by the receiving party without violating its obligations under these Terms of Service or under any federal or state law, and without using any Confidential Information. This Section 9 shall supersede any previous agreement between the parties relating to confidential treatment and/or non-disclosure of Confidential Information; provided, however, that any information disclosed pursuant to that earlier agreement shall be deemed to be Confidential Information and protected under the terms of these Terms of Service as if these Terms of Service had been in place at the time of such disclosures.

10. Warranties.

- (a) You represent and warrant that (i) You have the right to enter into these Terms of Service and perform Your obligations hereunder, (ii) the person accepting these Terms of Service has the power and authority to bind You, (iii) these Terms of Service do not and shall not during the Term conflict with any other agreement entered into by You, (iv) use of the Service (or any results of the Service) by You will not violate any applicable law, rule or regulation, or Your privacy policy, and (v) You own (or have been duly licensed to use) all rights in Your Brands, Your Data and Third Party Applications (including Planning Analytics) required in order to grant the licenses granted herein.
- (b) We represent and warrant that the Service will conform substantially to the specifications set forth in the applicable Documentation. This limited warranty is subject to the following limitations: (i) it applies only during the Term (the "Warranty Period"), (ii) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last only during the Warranty Period, (iii) it does not apply to problems caused by the failure of any Third Party Application (including Planning Analytics) to conform to its technical, functional and performance specifications and criteria, (iv) it does not cover problems caused by accident, abuse or use of the Service in a manner inconsistent with these Terms of Service or the Documentation, or resulting from changes made by You or Your agent or events beyond Our reasonable control, (v) it does not apply to problems caused by the failure to meet minimum system requirements, by changes to Your operating environment that are not supported by Us as set forth in the Documentation or as approved by Us in writing, or by Your failure to install any Updates that were previously made available to You, (vi) it does not apply to scheduled or emergency downtime or other interruption in access to the Service, and (vii) it does not apply to reported errors or non-conformities which cannot be reproduced by Us, working in good faith with Your assistance. If You notify Us within the Warranty Period that a Service does not meet the limited warranty, then We will (A) use Our commercially reasonable efforts to promptly correct the non-conformity (which shall only be done remotely) in accordance with the support terms set forth in Attachment 1 hereto, and (B) if in Our opinion that is not commercially feasible or cannot be done within a commercially reasonable period of time, We may terminate Your subscription for the non-conforming Service upon written notice to You and refund the fees prepaid by You for the non-conforming Service on a pro rata basis for the remainder of the Term from the effective date of notification. These are Your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- (c) EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. WE DO NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE RESULTS OF THE USE OR THE BENEFITS OF THE SERVICE, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THESE TERMS OF SERVICE.

11. Limitation of Liability.

- (a) EXCEPT FOR YOUR LIABILITY ARISING OUT OF YOUR USE OF THE SERVICE IN VIOLATION OF SECTIONS 6 OR 8, OR FOR EITHER PARTY'S LIABILITY ARISING OUT OF A VIOLATION OF SECTION 9 OR UNDER SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OR DELAY OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF DATA, ARISING OUT OF OR IN RELATION TO THESE TERMS OF SERVICE OR THE SERVICE. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTS OR OMISSIONS OF THIRD PARTIES.
- (b) EXCEPT FOR OUR LIABILITY ARISING OUT OF A BREACH OF SECTION 9 OR UNDER SECTION 12, IN NO EVENT SHALL WE BE LIABLE FOR ANY CAUSE OR CLAIM WHATSOEVER ARISING OUT OF OR RELATED TO THESE TERMS OF SERVICE IN EXCESS OF THE AMOUNTS WE HAVE BEEN PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.
- (c) THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY OR NEGLIGENCE. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, THESE LIMITATIONS WILL BE DEEMED MODIFIED SOLELY TO THE EXTENT NECESSARY TO COMPLY WITH APPLICABLE LAW.
- (d) YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) YOU ACCEPT RESPONSIBILITY FOR THE SELECTION OF THE SERVICE TO ACHIEVE YOUR INTENDED RESULT AND ACKNOWLEDGE THAT THE SERVICE HAS NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS, AND (II) WE HAVE SET OUR PRICES AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN US AND YOU AND FORM A BASIS OF THE BARGAIN BETWEEN THE PARTIES.

12. Indemnity.

- (a) We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against You"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (i) promptly give Us written notice of the Claim Against You, (ii) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (iii) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Service, We may, in Our discretion and at no cost to You, (A) modify the Service so that it no longer is claimed to infringe or misappropriate, without breaching Our warranties under Section 10(b), (B) obtain a license for Your continued use of the Service in accordance with these

Terms of Service, or (C) terminate Your subscriptions for all or the affected portion of the Service upon written notice and, if for all of the Service, refund the fees prepaid by You for the terminated Service on a pro rata basis for the remainder of the Term from the effective date of notification. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (1) Your Data, (2) Your use of the Service in violation of these Terms of Service, the Documentation or applicable Order Forms, (3) modification of the On-Premise Software by You or Your agent, (4), Your failure to install any Updates that were previously made available to You, and (5) access to or use of the Service in combination with any hardware, system, software, network, or other materials or service not provided by Us or specified for Your use in the Documentation, unless otherwise expressly permitted by Us in writing.

(b) You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, arising from Your use of the Service in violation of these Terms of Service, the Documentation, the Order Forms or applicable law, or arising from the modification of the On-Premise Software by You or Your agent (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (i) promptly give You written notice of the Claim Against Us, (ii) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (iii) give You all reasonable assistance, at Your expense.

(c) This Section 12 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of intellectual property infringement or misappropriation claim described in this Section 12.

13. Force Majeure. The parties shall not be liable to each other or any other person for any delay or failure in the performance of these Terms of Service (other than payment obligations) or for loss or damage of any nature whatsoever suffered by such party due to any cause beyond such party's reasonable control, including due to disruption or unavailability of communication facilities, utility or Internet service provider failure or delay, hacker attack, denial of service attack, virus or other malicious software attack, act of war, act of terrorism, acts of vandalism, lightning, fire, strike, power failure, pandemic epidemic, act of governmental authority and/or state of emergency.

14. Beta Service. From time to time, We may make services or functionality available to You to try at Your option at no additional charge, which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description (collectively, "Beta Services"). You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under these Terms of Service. Notwithstanding the foregoing, all restrictions, Our reservation of rights and Your obligations concerning the Services shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one hundred eighty (180) days from the

trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We offer Beta Services “as-is” and will have no liability for any harm or damage arising out of or in connection with a Beta Service.

15. Personally Identifiable Information. We will not review, share, distribute, or reference any of Your Data (including any personally identifiable information) except as provided in these Terms of Service (including as set forth in Section 6(b)), or as may be required by applicable law. Personally identifiable information collected through the Service will be transferred, stored and processed in the United States. This includes any personally identifiable information submitted by You and relating to You or Your customers when using the Service. By using the Service, You consent to transfer of Your personally identifiable information into the United States. You also acknowledge that We are not responsible for obtaining authorization from Your customers or other persons providing personally identifiable information to You that You submit to the Service to (a) transfer that data to Us and Our contractors and service providers, and (b) permit its transfer, storage and processing in the United States.
16. Export Compliance. The Service and other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any United States government denied-party list. You shall not permit Users to access or use the Service in a United States embargoed country or in violation of any United States export law or regulation.
17. Notices. All notices under these Terms of Service must be given in writing and delivered either by hand, e-mail (receipt confirmed in the case of notices from You to Us), certified mail (return receipt requested, postage pre-paid), facsimile (with evidence of a successful transmission), or nationally recognized overnight delivery service (all delivery charges pre-paid. Notices from Us to You shall be provided to the contact information We have on file for You. Notices from You to Us shall be provided to Revelwood Inc., 25B Vreeland Road, Florham Park, NJ 07932, Attn: Chief Financial Officer or if by email, to contracts@revelwood.com. All such notices to Us shall be effective on the date actually received, or in the case of mailed notices, three (3) business days (or seven (7) business days in the case of an international mailing) after such mailing. The above addresses/contact information may be changed at any time by giving prior written notice as above provided.
18. Entire Agreement; Order of Precedence. These Terms of Service and the Order Forms constitute the entire agreement between You and Us regarding Your use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. [Except as otherwise provided in Section 19,] no modification, amendment, or waiver of any provision of these Terms of Service will be effective unless in writing and signed/accepted by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (a) the applicable Order Form, and (b) these Terms of Service.

19. MODIFICATIONS. MODIFICATIONS TO THESE TERMS OF SERVICE MAY BE MADE BY US AT ANY TIME. THE MODIFIED TERMS OF SERVICE WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE, AND YOU AGREE TO THE NEW POSTED AGREEMENT BY CONTINUING THE USE OF THE SERVICE. WE WILL NOTIFY YOU THIRTY (30) DAYS IN ADVANCE OF MODIFICATIONS THAT ARE MATERIAL TO YOUR USE OF THE SERVICE (THE "CHANGE NOTIFICATION"), WHICH NOTICE MAY BE PROVIDED BY EMAIL OR A NOTIFICATION POSTED TO YOUR ACCOUNT. IF YOU DO NOT AGREE WITH THE MODIFIED AGREEMENT, YOUR ONLY REMEDY IS TO (A) DISCONTINUE USING THE SERVICE, AND (B) TERMINATE THESE TERMS OF SERVICE UPON WRITTEN NOTICE TO US, IN WHICH CASE WE SHALL REFUND TO YOU ANY FEES PREPAID BY YOU FOR THE SERVICE ON A PRO RATA BASIS FOR THE REMAINDER OF THE TERM FROM THE EFFECTIVE DATE OF NOTIFICATION. YOU MUST NOTIFY US IN WRITING WITHIN SIXTY (60) DAYS AFTER THE CHANGE NOTIFICATION WAS PROVIDED TO YOU OR POSTED TO YOUR ACCOUNT TO EXERCISE THE FOREGOING REMEDY.
20. Survival. Sections 1, 3, 5, 6, 7(a), 8, 9, 11, 17, 18, 20, 21, 23 and 24 shall survive the expiration or termination of these Terms of Service.
21. Governing Law; Consent to Jurisdiction. These Terms of Service shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, exclusive of conflicts of laws provisions. Each party hereby consents to be subject to the personal jurisdiction of any court located in the State of New Jersey (the "Applicable Courts") in any action or proceeding relating to, arising out of or in connection with these Terms of Service, and further agrees that any such action or proceeding shall be litigated in the Applicable Courts. The application of the UN Convention on Contracts for International Sale of Goods is expressly excluded.
22. Federal Government End Use Provisions. We provide the Service, including related technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in these Terms of Service. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
23. Disputes. If any dispute arises out of or in connection with these Terms of Service including any question regarding its existence, validity or termination (a "Dispute"), a party may give written notice to the other party (a "Dispute Notice") specifying the nature of the dispute or difference to the other party. During the period of ten (10) business days after delivery of the Dispute Notice is received, or any longer period agreed in writing by the parties (the "Initial Period"), each of the parties must use their reasonable endeavors and act in good faith to resolve the Dispute by discussion and negotiation. If the parties are unable to resolve the Dispute within the Initial Period, the Dispute must be referred to a senior executive of the Parties to resolve the Dispute (each an "Authorized Person"). The Authorized Persons must use their reasonable efforts and act in good faith to resolve the Dispute by discussion and negotiation within ten (10) business days after end of the Initial Period. If the parties are unable to resolve the Dispute by the end of such additional ten

(10) business day period, the parties shall be free to exercise any rights and remedies they may have under these Terms of Service or under law. Notwithstanding the foregoing, either party may seek preliminary restraining orders, preliminary injunctions or other equitable relief from a court of competent jurisdiction prior to commencing or pending the completion of the procedures set forth herein.

24. Miscellaneous. We have the right to discontinue the Service at any time through notice to You at Our sole discretion; provided that if We discontinue the Service, We shall refund the fees prepaid by You for the terminated Service on a pro rata basis for the remainder of the Term from the effective date of notification. These Terms of Service shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. These Terms of Service (including the Order Forms) may not be assigned by You (whether by operation of law or otherwise) without Our prior written consent, such consent not to be unreasonably withheld. We may assign these Terms of Service (including the Order Forms) without Your consent or notice to You. No failure by either party to exercise or enforce any rights under these Terms of Service shall act as a waiver of such rights. The parties are independent contractors. These Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. If any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and the unenforceable provision shall be interpreted so as to render it enforceable while approximating the parties' intent as closely as possible. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to these Terms of Service, the prevailing party shall be entitled to recover its reasonable attorney's fees and disbursements from the non-prevailing party.

Attachment 1

SUPPORT AND SERVICE LEVEL TERMS

Support Terms (Hosted Version and On-Premise Version)

We provide technical support to help You, as a subscriber to the Service, troubleshoot and resolve issues that arise when using the Service. During the troubleshooting and resolution process, You are expected to fulfill reasonable tasks based on the recommendations of Our support team. Access to Our support will be granted only to Your designated support contacts that are knowledgeable about the Service and Your technology environment.

We will provide support to You via both telephone and electronic mail on weekdays during the hours of 9:00 am through 6:00 pm Eastern Standard time, with the exclusion of Federal Holidays (“Support Hours”). You may initiate a help desk ticket during support hours by calling 201-984-3036 or any time by emailing helpdesk@revelwood.com. We will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Support does not include assistance with or support for products or services that are not provided by Us, including for Planning Analytics. We shall not have any obligation to correct any issue caused by (a) the integration of any unauthorized feature, program or device to the Service, (b) use of the Service other than in compliance with these Terms of Service, or (c) use of the Service in a manner not consistent with the applicable Documentation.

If You use the On-Premise Version, We shall provide You, without charge, with the ability to download Updates without additional charge. Updates will become part of the On-Premise Software and will be subject to the provisions of these Terms of Service. We will not have any obligation as part of support to correct any issue that (a) would have been corrected had You downloaded and installed any Updates made available to You, or (b) was caused by any change made to the On-Premise Software by You or Your agent. We may cease to support versions of the On-Premise Software that are more than six (6) months out of date and will provide notice thereof on Our website.

Service Level Terms (Hosted Version Only)

We shall use commercially reasonable efforts to make the Hosted Version of the Service available 99.9% of the time, measured monthly, excluding holidays and weekends and scheduled and emergency maintenance. Any downtime resulting from (a) outages of third party communication facilities, hosting, utility or Internet service providers, (b) other reasons beyond Our control, (c) a fault or failure of Your computer systems or networks, (d) the integration of any unauthorized feature, program or device to the Service, or (e) use of the Service other than in compliance with these Terms of Service or the Documentation will also be excluded from any such calculation. Your sole and exclusive remedy, and Our entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than [one (1) hour], We will credit You five percent (5%) of monthly (one-twelfth of the annual) Service fees for each period of thirty (30) or more consecutive minutes of downtime; provided that in any event (a) no more than one such credit will accrue per day, and (b) such credits shall not be cumulative beyond a total of credits for one (1) week of Service fees in any one (1) calendar month. Downtime shall begin to accrue as soon as You (with notice to Us) recognize that downtime is taking

place, and will continue until the availability of the Service is restored. In order to receive downtime credit, You must notify Us in writing within twenty-four (24) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. We will only apply a credit to Your next payment following the month in which the incident occurred. Our blocking of data communications or other Service in accordance with Our policies shall not be deemed to be a failure to provide adequate service levels hereunder.

We are continuously working to improve Our product and service infrastructure and to upgrade to new functionality. In the case of specific maintenance activity that is expected to materially affect Your use of the Service, We will endeavor to provide You with ten (10) day's advance notice by email (to the contact(s) provided by You for Your account). On rare occasions, it may be necessary to conduct emergency or unscheduled maintenance activities. In these cases, We will make reasonable efforts to provide as much advance notice as possible to Your listed contact.