SCHEDULE A - GENERAL TERMS AND CONDITIONS FOR BRISKEN CLOUD SERVICES

GENERAL TERMS AND CONDITIONS FOR BRISKEN CLOUD SERVICES ("GTC")

1.   DEFINITIONS

Capitalized terms used in this document are defined herein, including in the Glossary below, and in the Order Form to which this GTC is attached.

2.   USAGE RIGHTS AND RESTRICTIONS

2.1   Grant of Rights.

BRISKEN grants to Customer a non-exclusive, non-transferable (except in connection with a permitted assignment of the Agreement) and world-wide right to access and use the Cloud Service (including its implementation and configuration), Cloud Materials and Documentation solely for Customer's and its Affiliates' internal business operations.

2.2   Authorized Users.

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Each Authorized User's access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original individual no longer requires use of the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3   Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:
(a)   disassemble, decompile, reverse-engineer, copy, translate or make derivative works of the Cloud Service,
(b)   transmit any content or data using the Cloud Service that is unlawful or infringes any intellectual property rights, or
(c)   circumvent or endanger its operation or security.

2.4   Verification of Use.

BRISKEN may monitor Customer's use of the Cloud Service to verify compliance with Usage Metrics, volume and the Agreement.

2.5   Suspension of Cloud Service.

BRISKEN may suspend use of the Cloud Service if continued use would reasonably be expected to result in material harm to the Cloud Service or its users. BRISKEN will promptly notify Customer in writing of the suspension. BRISKEN will limit the suspension in time and scope as much as reasonably possible under the circumstances.

2.6   Third Party Web Services.

The Cloud Service may include integrations with web services made available by third parties (other than BRISKEN's Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Service and the Agreement does not apply to them. BRISKEN may monitor and report to such third parties on Customer's use of third party web services to comply third party audit requirements between BRISKEN and such third parties.

2.7   Mobile Access to Cloud Service.

Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

3.   BRISKEN RESPONSIBILITIES

3.1   Provisioning.

BRISKEN shall provide access to the Cloud Service as described in the Agreement.

3.2   Support.

BRISKEN shall provide support for the Cloud Service as described in Schedule B attached to the Order Form.

3.3   Security.

BRISKEN will, in line with industry best practices, implement and maintain (and require any of its subcontractors, sub-processors, agents and affiliates that have access to Customer Data to maintain) appropriate administrative, technical, physical, and organizational safeguards designed to: (i) protect against unauthorized or unlawful access to or use of the Cloud Service and Customer Data and against accidental loss or destruction of, or damage to, the Cloud Service and Customer Data; and (ii) ensure the proper disposal of Customer Data. BRISKEN will review and test such safeguards on no less than an annual basis and shall promptly provide all information related to BRISKEN's security policies and procedures requested by Customer from time to time. BRISKEN shall promptly notify Customer of any unauthorized access to any Customer Data and of any other breaches or attempted breaches of security. BRISKEN shall reasonably cooperate with Customer to ensure that Customer is not negatively affected by any such occurrences or to mitigate the effects of same on Customer. As a data processor, BRISKEN will implement technical and organizational measures referenced in the Order Form to secure personal data processed in the Cloud Service in accordance with applicable data protection law.

3.4   Modifications.

(a)   The Cloud Service may be modified by BRISKEN. BRISKEN will inform Customer of modifications in writing in advance. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.

(b)   If, in Customer's sole, reasonable opinion, a modification materially reduces the Cloud Service or adversely affects the Cloud Service or Customer's use of the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to BRISKEN within thirty days after receipt of BRISKEN's notice.

3.5   Analysis.

BRISKEN, or BRISKEN Affiliates, may analyze the use of the service utilizing, in part, information derived from Customer's use of the Cloud Service. BRISKEN and BRISKEN's Affiliates will anonymize and aggregate the foregoing so that it cannot be identified as pertaining to Customer and the Authorized Users. Examples of how analysis may be used include: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new BRISKEN products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, and anonymous benchmarking.

3.6   BRISKEN shall maintain in effect throughout the term of the Agreement a commercially reasonable and appropriate business continuity and disaster recovery plan, consistent with then-current industry best practices, designed to allow for continuation of BRISKEN's business operations, including the provision and availability of the Cloud Service, during a disaster or other such unforeseen event. BRISKEN will keep the plans under review and make such changes, from time to time, as will be required in accordance with industry best practices.

4.   CUSTOMER DATA

4.1   Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to BRISKEN a limited, revocable, nonexclusive, non-transferable, non-sublicensable right during the Subscription Term to process Customer Data solely to provide and support the Cloud Service.

4.2   [Intentionally omitted.]

4.3   Security.

Customer will maintain security standards for its Authorized Users' use of the Cloud Service in accordance with Customer's standard policies and procedures.

4.4   Access to Customer Data.

(a)   During the Subscription Term, Customer can access its Customer Data at any time. Customer

may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case BRISKEN and Customer will find a reasonable method to allow Customer access to Customer Data.

(b)   Before the Subscription Term expires, Customer may use BRISKEN's self-service export tools to perform a final export of Customer Data from the Cloud Service.

(c)   At the end of the Agreement, after Customer has had a reasonable opportunity to retrieve all Customer Data, BRISKEN will delete the Customer Data remaining on servers hosting the Cloud Service or otherwise in the possession or control of BRISKEN.

(d)   In the event of third party legal proceedings relating to the Customer Data, BRISKEN will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

(e)   BRISKEN shall create and store backups of the Customer Data on a daily basis using reasonable commercial practices. BRISKEN will move media with the backup Customer Data to an offsite storage location and will restore any corrupted or lost files using the most current backup.

5.   FEES AND TAXES

5.1   Fees and Payment.
Customer will pay fees as stated in the Order Form. After providing Customer with prior written notice of Customer's failure to pay an undisputed invoice and Customer's failure to cure such failure within 90 days of receipt of such notice, BRISKEN may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable unless otherwise provided in the Agreement.

5.2   Taxes.
Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all applicable taxes, other than BRISKEN's income and payroll taxes. If Customer is claiming tax-exempt status, Customer must provide to BRISKEN any valid tax-exempt certificates.

6.   TERM AND TERMINATION

6.1   Term.
The Subscription Term is as stated in the Order Form.

6.2   Termination.
A party may terminate the Agreement upon thirty days written notice of the other party's material breach of the Agreement unless the breach is cured during that thirty-day period.

6.3   Refund and Payments.
Upon any termination of the Agreement, Customer will be entitled to:
(a)   a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
(b)   a release from the obligation to pay fees due for periods after the effective date of termination.

6.4   Effect of Expiration or Termination.
Upon the effective date of expiration or termination of the Agreement:
(a)   Customer's right to use the Cloud Service will end,
(b)   Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
(c)   termination or expiration of the Agreement does not affect other agreements between the parties.

6.5   Survival.
Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7.   WARRANTIES

7.1   Compliance with Law.
Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a)   in the case of BRISKEN, the operation of BRISKEN's business as it relates to the Cloud Service and BRISKEN's performance of its obligations under the Agreement, and

(b)   in the case of Customer, Customer's provision of the Customer Data and Customer's use of the Cloud Service.

7.2   Good Industry Practices.
BRISKEN warrants that it will provide the Cloud Service:

(a)   such that it operates in substantial conformance with the Documentation; and

(b)   with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3   [Intentionally omitted.]

7.4   System Availability.

(a)   BRISKEN warrants to maintain an average monthly system availability for Cloud Service as defined in the applicable service level agreement (SLA) in Supplement A .

(b)   In the event BRISKEN fails to meet any of the service level metrics in the SLA (i) for three consecutive months, or (ii) two times during any six months period the monthly system availability level is 95% or less for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing BRISKEN with written notice within thirty days after the failure.

7.5   Warranty Exclusions.
The warranties in Sections 7.2 and 7.4 will not apply if:

(a)   the Cloud Service is not used in accordance with the Agreement or Documentation, or

(b)   any non-conformity is caused by Customer, or by any product or service not provided by BRISKEN.

7.6   Additional Warranties.
BRISKEN represents and warrants that:

(a)   it has all rights, licenses, consents and authorizations necessary to provide the Cloud Service and to grant the rights and licenses granted in the Agreement;

(b)   the applicable Cloud Service Documentation accurately and completely reflects all features and functions of the Cloud Service;

(c)   it uses commercially reasonable efforts to ensure that the Cloud Service does not contain, and will not transmit to the Customer or its Affiliates' systems, any viruses, Trojan horses, timebombs, or any other code, programs or mechanisms that disrupt, modify, delete, harm, or otherwise impede the operation of computer system

(d)   in the event that (i) any of BRISKEN's directors, officers, employees, or agents is or becomes an official, employee, or representative of any government, or of any agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organization; or (ii) an official, employee, or representative of any government, or of any agency, instrumentality, or political subdivision of any government, or of any political party, or of any public international organization, owns or acquires, directly or indirectly, any shares or other beneficial interest in BRISKEN, BRISKEN shall immediately inform Customer of such fact in writing. Upon receiving such notice, and notwithstanding any other provision of the Agreement, Customer may thereafter immediately terminate the Agreement. In the event of such termination, Customer shall have no liability to BRISKEN for any fees, reimbursements or other compensation that may have been payable for the Cloud Service after the date of termination or for any other loss, cost, claim, or damage resulting, directly or indirectly, from such termination.

(e)   neither BRISKEN nor any director, officer, employee, agent, or shareholder thereof shall, directly or indirectly, pay, promise to pay, or authorize the payment of any money, or give, promise to give, or authorize the giving of anything of value to any official, employee, or

representative of any government, or of any agency or instrumentality of any government (including any official or employee of the United States or of any of its agencies or instrumentalities or political subdivisions), or to any political party or official thereof, or to any candidate for political office (including any party, official, or candidate in the United States), or to any official or employee of any public international organization or of any organization with which Customer seeks to do business, for the purpose of influencing any act or decision of such official or employee in connection with the Agreement or otherwise promoting the business interests of Customer in any respect. No payment, authorization, promise, or gift of the sort described in this subsection (b) has been made prior to the date of the Agreement.

(f) all authorizations, licenses, property, contracts, and any other right, interest or asset that BRISKEN has contributed, sold, assigned, licensed, or otherwise conveyed to Customer, in whole or in part, in connection with the subject matter of the Agreement, or that BRISKEN may contribute, sell, assign, license, or otherwise convey to Customer in the future, in whole or in part, in connection with the subject matter of the Agreement, were obtained in a manner consistent with subsection (e) above and in accordance with all applicable anti-bribery and anti-corruption laws.

Notwithstanding any other provision of the Agreement, should Customer receive information which, in its sole discretion, it determines to be evidence of a breach by BRISKEN of any undertaking in subsections (d), (e), or (f) above, Customer shall consult with BRISKEN and may thereafter immediately terminate the Agreement if Customer, in its sole discretion, is reasonably satisfied that such a breach has occurred.

7.7 Disclaimer.
Except as expressly provided in the Agreement, neither BRISKEN nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of BRISKEN or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS
8.1 Claims Brought Against Customer.
(a) BRISKEN will defend Customer and its Affiliates against claims brought against Customer or its Affiliates by any third party (i) alleging that the Documentation, Cloud Materials or Cloud Service or Customer's or its Affiliates' use of the foregoing infringes, misappropriates or otherwise violates a patent, copyright, trade secret right or other intellectual property right, (ii) that arises from BRISKEN's breach of Section 3.3, 7.1 or 11. BRISKEN will indemnify Customer and its Affiliates against all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), including damages finally awarded against Customer (or the amount of any settlement BRISKEN enters into) with respect to these claims.

(b) BRISKEN's obligations under Section 8.1(a)(i) will not apply to the extent the claim results from (i) Customer's breach of Section 2.3 if liability would not have arisen but for such breach, or (ii) use of the Cloud Service in conjunction with any product or service not provided by or approved by BRISKEN if liability would not have arisen but for such use.

(c) In the event a claim described in Section 8.1(a) is made or likely to be made, BRISKEN may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, BRISKEN or Customer may terminate Customer's subscription to the affected Cloud Service upon written 90 days'

notice to the other.

8.2 Claims Brought Against BRISKEN.

(a) Customer will defend BRISKEN against claims brought against BRISKEN by any third party alleging that the Customer Data infringes, misappropriates or otherwise violates a patent, copyright, trade secret right or other intellectual property right. Customer will indemnify BRISKEN against all losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees), including damages finally awarded against BRISKEN (or the amount of any settlement Customer enters into) with respect to these claims.

(b) Customer's obligations under Section 8.2(a) will not apply to the extent the claim results from (i) use of the Customer Data in a manner not specifically authorized by Customer under the Agreement, or (ii) use of the Customer Data in conjunction with any other information, data or other materials provided by BRISKEN or BRISKEN's other clients.

8.3 Third Party Claim Procedure.

(a) The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through its own counsel.

(b) The party that is obligated to defend a claim will have the right to fully control the defense.

(c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims related to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

Neither party will exclude or limit its liability for damages resulting from:

(a) the parties' obligations under Section 8.1(a) and 8.2(a),

(b) unauthorized use or disclosure of Confidential Information,

(c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

(d) death or bodily injury or arising from either party's fraud, gross negligence or willful misconduct, or

(e) any failure by Customer to pay any fees due under the Agreement.

9.2 Liability Cap.

Subject to Section 9.1, the maximum aggregate liability of either party (or its respective Affiliates or BRISKEN's subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve months period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve months period. Any "twelve months period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Other than as set forth in Section 9.1, neither party (nor its respective Affiliates or BRISKEN's subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, or for exemplary or punitive damages.

9.4 Risk Allocation.

The Agreement allocates the risks between BRISKEN and Customer. The fees for the Cloud Service reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 BRISKEN Ownership.

BRISKEN, its Affiliates or its licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, design contributions, related knowledge or processes,

and any derivative works of them. All rights not expressly granted to Customer are reserved to BRISKEN and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data, and any derivative works of them. All rights not expressly granted to BRISKEN are reserved to Customer.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and using not less than a reasonable standard of care. The receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or (in the case of Customer) Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. The receiving party will not use any Confidential Information of the disclosing party other than to enable it to exercise its rights or perform its obligations under the Agreement. The receiving party is liable and responsible for any breach of this Section 11 by any person or entity to whom or which it provides, or provides with access to, any Confidential Information.

(b) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information (other than Customer Data) will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or

(d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 Publicity.

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that both parties already agree that they may use the other party's name in vendor/customer listings, success stories, case studies, or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of marketing efforts (including reference calls and stories, press testimonials, site visits, conference participation). Customer agrees that BRISKEN may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with BRISKEN.

12. MISCELLANEOUS

12.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

12.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

12.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

12.4 [Intentionally omitted.]

12.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by BRISKEN relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.

12.6 Assignment.

Without the other party's prior written consent, a party may not assign or transfer the Agreement (or any of its rights or obligations) to any party. Any purported assignment in violation of the Agreement is void.

12.7 Subcontracting.

If BRISKEN uses any subcontractors in connection with the Agreement, BRISKEN is not released from responsibility for its obligations under the Agreement. BRISKEN is responsible for breaches of the Agreement caused by its subcontractors and is responsible for all services provided by each subcontractor to the same extent as if BRISKEN had performed the services itself.

12.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

12.9 Force Majeure.

Without limiting BRISKEN's disaster recovery and SLA commitments, any delay in performance caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance. If the Cloud Service is not being provided due to any such condition, (i) BRISKEN shall immediately notify Customer and describe in reasonable detail the circumstances causing the inability to perform; (ii) BRISKEN shall use commercially reasonable efforts to resume performance of its obligations hereunder with the least possible delay; and (iii) Customer is not obligated to pay BRISKEN during the period when BRISKEN is not providing the Cloud Service. In the event that the Cloud Service is not available due to any such condition for seven consecutive days, Customer may terminate the Agreement.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of Texas, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Houston, Texas. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between BRISKEN and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties. Accordingly, no shrink-wrap or click-wrap agreement, acknowledgement, online terms or any other terms that may accompany, be embedded in, be referred to by or displayed by the Cloud Service or that may be responded to by any action other than a handwritten signature, form a part of, amend or modify the Agreement, whether or not any person assents to any of the foregoing electronically or otherwise. The Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if BRISKEN accepts or does not otherwise reject the purchase order.

SCHEDULE A - GENERAL TERMS AND CONDITIONS FOR BRISKEN CLOUD SERVICES

Glossary

"Affiliate" of a party means any legal entity in which a party, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such legal entity. "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the legal entity, whether through the ownership of voting securities, by contract or otherwise. Any legal entity will be considered an Affiliate as long as that interest is maintained.

"Agreement" means an Order Form and documents incorporated into an Order Form.

"Authorized User" means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of

Customer,

Customer's Affiliates, and/or

Customer's and Customer's Affiliates' Business Partners.

"Business Partner" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

"Cloud Service" means any distinct, subscription-based, hosted, supported and operated on- demand solution provided by BRISKEN under an Order Form.

"Cloud Materials" mean any materials provided or developed by BRISKEN (independently or with Customer's cooperation) in the course of the performance of the Agreement, including in the delivery of any support to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

"Confidential Information" means with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and (iv) Customer financial information, and (v) Customer's strategies, forecasts and projections and information about business structures, operations, systems, finances, assets, investments, investment strategies, software and other technology systems, and personnel, customers and suppliers, and with respect to BRISKEN: (i) Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding BRISKEN research and development, product offerings, pricing and availability.

Confidential Information of either BRISKEN or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

"Customer Data" means any content, materials, data and information provided by or on behalf of Customer that is input into, displayed on, or processed by the Cloud Service or processed by the Cloud Service, all output therefrom, including data and information that Authorized Users enter into the production system of a Cloud Service and any information or data that Customer develops or derives from its use of the Cloud Service.

"Documentation" means BRISKEN's then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

"Order Form" means the ordering document for a Cloud Service to which the GTC is attached.

"BRISKEN Policies" means the operational guidelines and policies applied by BRISKEN to provide and support the Cloud Service attached to and incorporated in an Order Form (if any).

"Subscription Term" means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

"Supplement" means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

"Usage Metric" means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

SCHEDULE B - SUPPLEMENTAL TERMS & CONDITIONS for BRISKEN MARKET DATA HUB

BRISKEN Market Data Hub
Supplemental Terms and Conditions

This Supplement is part of an agreement for BRISKEN Cloud Services between BRISKEN and Customer and applies only to the BRISKEN Market Data Hub product(s) for which Customer is subscribed ("Market Data Hub" or "Cloud Service") identified on the Order to which this Supplement is attached.

1. DEFINITIONS

Capitalized terms used but not defined in this Supplement have the meaning given to them in the Order Form or the GTC.

1.1. "**Beta Functionality**" means functionality offered by BRISKEN that is not generally available, not validated and not quality assured in accordance with BRISKEN's standard processes.

2. USAGE RESTRICTIONS

2.1. Except as expressly permitted in the Agreement, Customer may not make any Cloud Services available as part of a commercial software license or subscription, software-as-a-service, outsourcing, original equipment manufacturer (OEM), or similar commercial arrangement.

2.2. Other than communication (including data transfers) via application level APIs between a Cloud Service and software applications running on any third-party runtime database acquired from BRISKEN or its Affiliates, or any of its respective resellers or distributors, the Cloud Service shall not access, directly or indirectly, any such third-party runtime database(s).

3. CUSTOMER DATA

3.1. Customer will take reasonable steps to ensure that the Customer Data will not unreasonably impair, degrade or reduce the performance or security of any BRISKEN software, services, or related technology.

3.2. Customer will not upload Customer Data to the Market Data Hub unless it has the right to do so.

3.3. BRISKEN may report external data usage according to the external data providers covenants and as required by the data providers.

4. SYSTEM AVAILABILITY SLA

4.1. The System Availability SLA for the Cloud Services is 99.5% per month.

5. BETA SERVICES

Beta Functionality is described as such in the Documentation. BRISKEN may require Customer to accept additional terms to use Beta Functionality. BRISKEN does not warrant or guarantee the correctness and completeness of the Beta Functionality, and Customer will use Beta Functionality at its own risk. BRISKEN may discontinue providing Beta Functionality at any time. Service Level Agreements and Support obligations do not apply to Beta Functionality.

SCHEDULE C – Support Policy for Brisken Cloud Services

1.   BRISKEN SUPPORT and PREMIUM SERVICE OFFERINGS

As part of BRISKEN's support approach, BRISKEN offers enterprise support ("Enterprise Support"). BRISKEN Enterprise Support is included in the subscription fees for BRISKEN Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplement.
Alternatively, customers can sign up for the Brisken Premium Support service ("Premium Support 24/7"). The premium support must be subscribed to separately on the Order Form.
For an additional fee, customers can obtain customized premium support ("Customized Premium Support"). Customized premium support offers the same support service level as the premium support, with additional customer specific delivery conditions and service level agreement. Scope and availability of the customized premium service must be negotiated separately.
BRISKEN Support services are provided to support the Brisken Cloud Services. Customer settings are not supported by the Brisken Support service. Customer settings can only be maintained by the customer, Brisken has neither access nor insight into the customer settings.

The following Standard and Premium Services are available:

Standard Services

Enterprise Support	Included in Cloud Service Subscription
Initial Installation	Additional One Time Installation Fee for all Cloud Services

Premium Services

Initial Cloud Connector Setup	One Time Installation fee for the Cloud Connector
Premium Support 24/7	Premium level support of the Brisken cloud services
Solution-as-a-service	MDH and TraderPlus as a fully managed cloud service including customer settings
Technical Consulting Services	Remote and onsite consulting service

1.1   BRISKEN STANDARD SERVICE – Enterprise Support
The following table describes the services included in BRISKEN Enterprise Support.

	BRISKEN Enterprise Support
Description	Foundational engagement support with focus on customer interaction and issue resolution.
24x7 Mission Critical Support for P1 and P2 issues (English only).	Open Tickets: E-mail Support: E-mail
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Open Tickets: E-mail Support: E-mail Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Online Help and Support Information	Self-service through web and community
Release Update Information	Self-service through web and community
BRISKEN Support Reporting	N/A
Proactive Checks proposed by BRISKEN	N/A
Product Roadmap Update Information	Self-service through web

1.2   BRISKEN PREMIUM SERVICE – Premium Support 24/7

The following table describes the services included in BRISKEN Premium Support.

	BRISKEN Premium Support
Description	Premium support. Critical production support with 24/7 customer interaction via phone, chat and mail.
24x7 Mission Critical Support for P1 and P2 issues (English only).	Open Tickets: E-mail Support: phone, chat and mail.
Non-Mission Critical Support for P3 and P4 issues during business hours (English only)	Open Tickets: E-mail Support: phone, chat and mail. Monday to Friday 8 am to 6 pm (Local Time Zone), excluding local holidays
Online Help and Support Information	Self-service through web and community
Release Update Information	Self-service through web and community
BRISKEN Enterprise Support Reporting	Premium Support Report
Proactive Checks proposed by BRISKEN	N/A
Product Roadmap Update Information	E-mail. Self-service through web

1.3   BRISKEN STANDARD SERVICE - Initial Installation

Together with the subscription to the BRISKEN Cloud Service, the customer must subscribe to the Initial Installation. This service provides all the backend settings required on the SAP Cloud Platform to set up and configure the customer's tenant.

The service also includes delivery of sample customizing for the customer settings of the customer's tenant. The sample settings cover the setup of one example of each instrument class that the that is part of the scope of the customer installation. All additional customer settings remain the sole responsibility of the customer.

Two ninety minutes workshops are included in the Installation Service, for the knowledge transfer to and enablement of the customer.

1.4   BRISKEN PREMIUM SERVICE – Initial Cloud Connector Setup

Optionally, the customer can sign up for the Initial Cloud Connector Setup. The is a one time service, and covers the complete setup of the SAP Cloud Connector, including the connectivity with the SAP backend Systems and the MDH tenant. Maximum 5 SAP instances and 2 MDH tenants are included in this service.

One 60 minutes workshop is included in the Initial Cloud Connector Setup Service, for the knowledge transfer to and enablement of the customer.

1.5   BRISKEN PREMIUM SERVICE - Solution-As-A-Service

The BRISKEN Solution-as-a-service is a managed cloud solution offering. It provides a 24/7 support service that takes care of all the technical activities related to the subscribed BRISKEN Cloud Service that are usually the customers' responsibility.

The exact scope of the service can be defined individually by each customer. The individual services available are listed and described in the table below.

The customer subscribes to the Solution-as-a-service through the BRISKEN Consulting Service Master

Agreement and a specific Statement of Work for this type of service.

Available Services	Description of service
Open Ticket	Through the BRISKEN Fiori App for Support Contact
Response Level	According to the BRISKEN Support Service subscribed to
System Status Monitoring	Monitoring the system 24/7. Alert on any exceptions, notification, and system issues detected. Only available with BRISKEN Premium Support and BRISKEN Customized Premium Support.
Issue fixes, enhancements and implementation of new requirements in the BRISKEN Cloud Service	BRISKEN Support Team will analyze issues opened by the customer and take corrective action by making the appropriate changes to the BRISKEN Cloud Service. Enhancements and new requirements will be implemented on request. All changes will be submitted to the customer for testing and sign-off before releasing them to the productive system.
Issue fixes, enhancements and implementation of new requirements in the SAP target system	BRISKEN Support Team will analyze issues opened by the customer and take corrective action by making the appropriate changes to the SAP backend systems. Enhancements and new requirements will be implemented on request. All changes will be submitted to the customer for testing and sign-off before releasing them to the productive system.
Collaboration with external service providers on issue fixes, enhancements and implementation of new requirements.	BRISKEN Support Team will communicate on behalf of the customer with the support desk of the external providers. Response levels depend on the provider.

BRISKEN Solution-As-A-Service is time and material based. After the consumption of a minimum number of hours per month, only actual hours will be charged. Except for incidents of priority level 1 (very high), additional hours can only be consumed after prior customer approval of the support case requesting a service.

The BRISKEN Solution-As-A-Service offering is available only for selected BRISKEN Cloud Services and can be subscribed to according to availability on a customer by customer basis.

1.6 BRISKEN PREMIUM SERVICE – Technical Consulting Services

BRISKEN Consulting Services can be contracted at any time to support the installation and maintenance of the BRISKEN Cloud Service. Any settings in the customer's tenant of the BRISKEN Cloud Service can be maintained, on request, by BRISKEN Consulting, provided the service has been formally contracted and BRISKEN has been given BRISKEN_ALL access to the customers tenant.

Additionally, BRISKEN can also support the customer in making the appropriate configurations and settings related to market data management in the SAP ECC or SAP S/4HANA system.

BRISKEN Consulting Services can be delivered remotely or, after prior mutual agreement, on-site.

All consulting services must be contracted by signing the BRISKEN Service Master Agreement and the related Statement of Work.

2. CONTACTING SUPPORT

Beginning on the effective date of a customer's agreement for Cloud Services, the customer may contact BRISKEN's support organization as primary point of contact for support services.

The contact channel for BRISKEN Enterprise Support is:

BRISKEN Support Portal at support@brisken.com

3. CUSTOMER PRIORITY LEVELS - DEFINITIONS

BRISKEN responds to submitted support cases (also referred to as "case", "incident", or "issue") according to the priority level given to a case.

Therefore, the definition of the priority levels is very important. BRISKEN reserves the right to adjust the CUSTOMER PRIORITY LEVEL in cases of obvious erroneous priority attribution.

Priority	Definition
P1	**Very High** An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed. This is generally caused by the following circumstances: • A productive service is completely down. • The imminent system Go-Live or upgrade of a production system cannot be completed. • The customer's core business processes are seriously affected. • A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses. • The problem is caused by incorrect or inoperable functions in the BRISKEN Cloud Service.
P2	**High:** An incident should be categorized with the priority "high" if: • Normal business processes are seriously affected. Necessary tasks cannot be performed. • The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow. • The problem is caused by incorrect or inoperable functions in the BRISKEN Cloud Service.
P3	**Medium:** An incident should be categorized with the priority "medium" if: • Normal business processes are affected. • The problem is caused by incorrect or inoperable functions in the BRISKEN Cloud Service.
P4	**Low:** An incident should be categorized with the priority "low" if: • The problem has little or no effect on normal business processes. • The problem is caused by incorrect or inoperable functions in the BRISKEN Cloud Service that are not required daily, or are rarely used.

4.   CUSTOMER RESPONSE LEVELS

BRISKEN responds to submitted support cases (also referred to as "case", "incident", or "issue") as described in the table below.

Priority	Premium Support	Enterprise Support
P1 – Very High	**Initial Response:** Within one hour of case submission. **Ongoing Communication:** Unless otherwise communicated by BRISKEN Support, once every hour. **Resolution Target:** BRISKEN to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within 1 hour.	**Initial Response:** Within eight hours of case submission. **Ongoing Communication:** Unless otherwise communicated by BRISKEN Support, once every 8 hours. **Resolution Target:** BRISKEN to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within eight hours.
P2 - High	**Initial Response:** Within 24 hours of case submission. **Ongoing Communication:** Unless otherwise communicated by BRISKEN Support, once every 24 hours. **Resolution Target:** BRISKEN to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days.	
P3 - Medium	**Initial Response:** Within three business days of case submission. **Ongoing Communication:** Unless otherwise communicated by BRISKEN Support, once every 24 hours. **Resolution Target:** BRISKEN to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within ten business days.	
P4 - Low	**Initial Response:** Within thirty business days of case submission. **Ongoing Communication:** Unless otherwise communicated by BRISKEN Support, once every 24 hours. **Resolution Target:** BRISKEN to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within forty-five business days.	

In the event BRISKEN fails to meet the Resolution Target times, as specified above, more than twice within the same 30-day period, Customer may terminate its subscriptions for the affected Cloud Service by providing BRISKEN with written notice within thirty days after the second failure.

5.   CUSTOMER'S RESPONSIBILITIES

5.1   Customer Contact.
In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a "Customer Contact", "Designated Support Contact", "Authorized Support Contact", "Key User" or "Application Administrator" – with system administrator roles within the specific Cloud Services for which Customer is seeking support) who are authorized to contact or access the BRISKEN support desk Services.

5.2   Contact Details.
Customer will provide contact details (in particular e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts via e-mail to support@brisken.com or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact BRISKEN's support organization. The Brisken Support team is only authorized to communicate with authorized customer personnel and through authorized, i.e. channels previously communicated to and validated by the support desk and confirmed by the customer.

5.3   Cooperation.
To receive support services, Customer will reasonably cooperate with BRISKEN to resolve support incidents and will have adequate technical expertise and knowledge of their configuration of the BRISKEN Cloud Services to provide relevant information to enable BRISKEN to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

5.4   Customer Activities and Tasks.
Unless otherwise agreed upon in the related SOW, for example in the case of a subscription to the BRISKEN Solution-As-A-Service offering, the Customer Contact is responsible for managing all business process activities related to the Cloud Service subscribed by the customer, such as:

- Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with BRISKEN support in the event of new problems;
- Manage background jobs and the distribution of business tasks across users (if available);
- Manage and monitor connections to Customer's third-party systems (if available);
- Support the adoption of the Cloud Service.
- Maintain all settings on customers tenant of the BRISKEN Market Data Hub.
- Maintain third party services integrated with the BRISKEN Cloud Services. Make any adjustments to the settings of the BRISKEN Cloud Service that are required due to changes of these third-party services and their impact on the integration with the BRISKEN Cloud Service.
- Maintain the target systems, SAP and Non-SAP, that integrate with the BRISKEN Cloud Service. Make any adjustments to the settings of the BRISKEN Cloud Service that are required due to changes of the target systems and their impact on the integration with the BRISKEN Cloud Service.
- Provide functional requirements, define priorities, and approve changes.
- User Acceptance Testing of changes to the Cloud Services and backend or target systems.