

GENERAL TERMS AND CONDITIONS FOR INTEGRATED CENSIA CLOUD SERVICES ("Censia GTC")

1. DEFINITIONS

Capitalized terms used in this document are defined in the Glossary at the end of this document.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

Censia grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials, and Documentation solely for Customer's internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

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 set of 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 user is no longer permitted to use the Cloud Service. Customer is responsible for all breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:

- (a) except to the extent such rights cannot be validly waived by law, disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
- (b) transmit any content or data that is unlawful or infringes any intellectual property rights or privacy rights, or
- (c) circumvent, hinder, or endanger its operation or security or anyone else's use.

2.4 Verification of Use.

Censia may monitor use of the Cloud Service to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.

Censia may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. Censia will promptly notify Customer of the suspension or limitation. Censia will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.

The Cloud Service may be part of a web service made available by third parties (other than Censia) that are subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service, you agree that Censia is not liable or responsible for them, and the Agreement does not apply to them.

2.8 On-Premise Components.

The Cloud Service may include on-premise components that can be downloaded and installed (including updates) by Customer.

3. CENSIA RESPONSIBILITIES

3.1 Provisioning.

Censia provides access to the Cloud Service as described in the Agreement.

3.2 Support.

Censia provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.

Censia uses reasonable security technologies in providing the Cloud Service. Censia 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 and Censia Policies may be modified by Censia. Censia will inform Customer of modifications by email, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement.

Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.

- (b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to Censia within thirty days after receipt of Censia's informational notice.

(c) 3.5 Analyses.

Censia may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("**Analyses**"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes: product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, improving product performance, verification of security and data integrity, identification of industry trends and developments, creation of indices and anonymous benchmarking.

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data it enters into the Cloud Service. Customer grants to Censia a nonexclusive right to process Customer Data solely to provide and support the Cloud Service or as otherwise agreed to herein.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance written approval from Censia.

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 Censia and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) At the end of the Agreement, Censia will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- (c) In the event of third party legal proceedings relating to the Customer Data, Censia will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, Censia 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.

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 taxes, other than Censia's income and payroll taxes. Customer must provide to Censia any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Censia is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Censia for those amounts and indemnify Censia for any taxes and related costs paid or payable by Censia attributable to those taxes.

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:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.3 Refund and Payments.

For termination by Customer or an 8.1(c) termination, 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 and all Censia Confidential Information 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 Censia, the operation of Censia's business as it relates to the Cloud Service, and
- (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.

Censia warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.

Customer's sole and exclusive remedies and Censia's entire liability for breach of the warranty under Section 7.2 will be:

- (a) the re-performance of the deficient Cloud Service, and
- (b) if Censia fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of Censia's failure to re-perform.

7.4 System Availability.

- (a) Censia warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement, which may be attached to this Censia GTC ("SLA").

- (b) Customer's sole and exclusive remedy for Censia's breach of the SLA is the issuance of a credit in the amount described in the SLA. When the validity of the service credit is confirmed by Censia in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- (c) In the event Censia fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Censia 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,
- (b) any non-conformity or breach is caused by Customer, or by any product or service not provided by Censia, or
- (c) the Cloud Service was provided for no fee.

7.6 Disclaimer.

Except as expressly provided in the Agreement, neither Censia nor its subcontractors make any representation or warranties, and Censia and its subcontractors disclaim all representations, warranties, terms, conditions or statements, which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded to the fullest extent permitted by law including the implied conditions, warranties or other terms as to merchantability, suitability, originality, or fitness for a particular use or purpose. Further, except as expressly provided in this Agreement, neither Censia nor its subcontractors make any representations, warranties, terms, conditions or statements of 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 Censia or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

- (a) Censia will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right belonging to such third party. Censia will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Censia enters into) with respect to these claims.
- (b) Censia's obligations under this Section will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by Censia, or (iii) use of the Cloud Service provided for no fee.
- (c) In the event a claim is made or likely to be made, Censia 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, Censia or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against Censia.

- (a) Customer will defend Censia against claims brought against Censia, and subcontractors by any third party related to Customer Data.
- (b) Customer will indemnify Censia against all damages finally awarded against Censia, Censia SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

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 counsel reasonably acceptable to the party providing the defense.
- (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 and 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,
- (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) fraud or fraudulent misrepresentation,
- (e) death or bodily injury arising from either party's negligence or willful misconduct,
- (f) any failure by Customer to pay any fees due under the Agreement, or
- (g) any liability that cannot be excluded or limited by applicable law.

9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, and regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), the maximum aggregate liability of either party (or its respective Affiliates or Censia's subcontractors) arising out of this Agreement to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1:

- (a) Regardless of the basis of liability (whether arising out of liability under breach of contract, tort (including but not limited to negligence), misrepresentation, breach of statutory duty, breach of warranty, claims by third parties arising from any breach of this Agreement), under no circumstances shall either party (or their respective Affiliates or Censia's subcontractors) be liable to the other party or any third party for any loss or damage (whether or not the other party had been advised of the possibility of such loss or damage) in any amount, to the extent that such loss or damage is (i) consequential, indirect, exemplary, special or punitive; or (ii) for any loss of profits, loss of business, loss of business opportunity, loss of goodwill, loss resulting from work stoppage, or loss of revenue or anticipated savings, whether any such loss or damage is direct or indirect, and
- (b) Censia will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

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

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Censia Ownership.

Censia owns all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and

any derivative works of them. All rights not expressly granted to Customer are reserved to Censia.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data. Censia may use Customer-provided trademarks solely to provide and support the Cloud Service.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Censia any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

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 not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or 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 this Section 11. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) 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 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 Customer agrees that Censia may use Customer's name and logo in customer listings in marketing assets such as the Censia web properties, marketing assets, or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of Censia's marketing efforts (including reference calls and stories, press testimonials, etc.). Customer agrees that Censia 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 Censia.

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 Regulatory Matters.

Customer will not submit Censia Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Censia Confidential Information to countries, persons or entities if prohibited by export laws.

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 Censia 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 Censia's prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party.

12.7 Subcontracting.

Censia may subcontract parts of the Cloud Service or Consulting Services to third parties. Censia is responsible for breaches of the Agreement caused by its subcontractors.

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.

Any delay in performance (other than for the payment of amounts due) 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.

12.10 Governing Law.

The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of California, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in San Francisco, California. 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. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between Censia and Customer relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into the Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in the Agreement. Each party waives all rights and remedies which, but for this section, might otherwise be available to it in respect of any such representation, discussion, collateral contract or other assurance. Except as permitted under Section 3.4, this Agreement may be modified only by a writing signed by both parties. The Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order furnished by one party to the other, and any additional terms and conditions in any such purchase order shall have no force and effect, notwithstanding the non-furnishing party's acceptance or execution of such purchase order.

12.12 Contracts Rights of Third Parties.

Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer (whether expressly or by implication) any rights or other benefits or otherwise in favor of any person not a party hereto.

CENSIA

By: _____

Name: _____

Title: _____

Dated: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Dated: _____

Glossary

- 1.1 "Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 1.2 "Agreement"** means an Order Form and documents incorporated into an Order Form.
- 1.3 "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
- (a) Customer,
 - (b) Customer's Affiliates, and/or
 - (c) Customers' and Customer's Affiliates' Business Partners.
- 1.4 "Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations.
- 1.5 "Cloud Service"** means Censia's platform and services purchased by the Customer as described in an Order Form.
- 1.6 "Cloud Materials"** mean any materials provided or developed by Censia (independently or with Customer's cooperation) in the course of performance under the Agreement. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.
- 1.7 "Confidential Information"** means
- (a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and
 - (b) with respect to Censia: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding Censia research and development, product offerings, pricing and availability.
 - (c) Confidential Information of either Censia 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.
- 1.8 "Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by Censia's employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.
- 1.9 "Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Censia's Confidential Information.
- 1.10 "Documentation"** means Censia'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.
- 1.11 "Order Form"** means the ordering document for a Cloud Service that references the Censia GTC.
- 1.12 "Censia Policies"** means the operational guidelines and policies applied by Censia to provide and support the Cloud Service as incorporated in an Order Form.
- 1.13 "Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.
- 1.14 "Supplement"** means the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.
- 1.15 "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.

EXHIBIT A: SERVICE LEVEL AGREEMENT (“SLA”) FOR CENSIA CLOUD SERVICES

1. Service Level Agreement
 - a. This Service Level Agreement for Censia Cloud Services sets forth the System Availability Service Level Agreement (“SLA”) for the productive version of the applicable Censia Cloud Services to which customer has subscribed (“Censia Cloud Services”) in an Order Form with Censia. This Service Level Agreement for Censia Cloud Services shall not apply to any Censia Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such Censia Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions
 - a. “Downtime” means the Total Minutes in the Month during which the productive version of the applicable Censia Cloud Service is not available, except for Excluded Downtimes.
 - b. “Month” means a calendar month.
 - c. “Monthly Subscription Fees” means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.
 - d. “Total Minutes in the Month” are measured 24 hours at 7 days a week during a Month.
 - e. “UTC” means Coordinated Universal Time standard.

3. System Availability SLA and Credits
 - a. 3.1 Claim process, Reports
 - i. Customer may claim a credit in the amount described in the table of Section 3.2 below in case of Censia’s failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the Censia Cloud Service that did not meet the System Availability SLA. Claims under this Service Level Agreement for Censia Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which Censia did not meet the System Availability SLA.
 - ii. Censia will provide to customers a monthly report describing the System Availability percentage for the applicable Censia Cloud Service either (i) by email following a customer’s request to its assigned Censia account manager, (ii) through the Censia Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.
 - b. 3.2 System Availability - System Availability percentage is calculated as follows:
 - i. System Availability Percentage = [(Total Minutes in a Month – Downtime) / Total Minutes in a Month] * 100

System Availability SLA	99.5% System Availability percentage during each Month for productive Versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of Censia’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable Censia Cloud Services to which customer has subscribed is set forth in Section 4 below entitled “Maintenance Windows for Censia Cloud Services”

4. Maintenance Windows for Censia Cloud Services

Censia can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the primary data center where the Censia Cloud Service is hosted. Censia will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the Censia Cloud Services.

4.1 Weekly Maintenance Windows for Censia Cloud Services – Standard Windows

Censia weekly standard maintenance windows are scheduled as listed below for the Cloud Services in this section:

Start Time in UTC per region

MENA FRI 7 pm UTC, APJ SAT 3 pm UTC, Europe: SAT 10 pm UTC, Americas SUN 4 am UTC

EXHIBIT B: CUSTOMER SUPPORT FOR CENSIA CLOUD SERVICES

Censia standard support is included in the subscription fees for the Censia Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms. Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

Beginning on the effective date of a customer’s agreement for the Censia Cloud Services, that customer may contact Censia’s support organization as the primary point of contact for support services. For contacting Censia’s support organization, the current preferred contact channel for Censia is the Censia Support Portal at <https://support.censia.com>

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

CUSTOMER RESPONSE LEVELS		
Censia responds to submitted support cases (also referred to as “case”, “incident”, or “issue”) as described in the table below.		
Priority	Definition	Response Level
P1	<p>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:</p> <ul style="list-style-type: none"> • 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. • Malfunction may cause serious losses. 	<p>Initial Response: Within one hour of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Censia Support, once every hour.</p> <p>Resolution Target: Censia to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.</p>
P2	<p>High: An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Talent Intelligence that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.</p>	<p>Initial Response: Within one hour of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Censia Support, once every six hours.</p> <p>Resolution Target: Censia to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days (72 hours).</p>
P3	<p>Normal: An incident should be categorized with the priority "Normal" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Talent Intelligence.</p>	<p>Initial Response: Within five hours of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Censia Support, once every three business days for Non-Defect Issues and ten business days for product defect issues</p>
P4	<p>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 Talent Intelligence that are not required daily, or are rarely used.</p>	<p>Initial Response: Within three business days of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Censia Support, once every week.</p>
<p>The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of the Censia Cloud Services developed specifically for customer; (ii) the root cause behind the incident is not a malfunction, but missing functionality (“development request”) or the incident is ascribed to a consulting request (“how-to”).</p>		
CUSTOMER’S RESPONSIBILITIES		
<p>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” – system administrator roles within specific Cloud Services) who are authorized to</p>		

contact or access the Customer Interaction Center and Censia Support Advisory Services. The Customer Contact is responsible for managing all business-related tasks of the Censia Cloud Services related to Customer's business, such as:

- (i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with Censia support in the event of new problems;
- (ii) Manage background jobs and the distribution of business tasks across users (if available);
- (iii) Manage and monitor connections to Customer's third-party systems (if available); (iv) Support the adoption of the Cloud Service.

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 for Talent Intelligence through the Censia Support Portal at <https://support.censia.com>

Only authorized Customer Contacts may contact Censia's support organization.

Cooperation. To receive support services, Customer will reasonably cooperate with Censia to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the Talent Intelligence to provide relevant information to enable Censia to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots, video capture.