July 2023

SWIMLANE SaaS TERMS OF SERVICE and SOFTWARE LICENSE AGREEMENT

BY ACCEPTING THIS AGREEMENT OR ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS A SEPARATE WRITTEN AGREEMENT IS IN EFFECT THAT SPECIFICALLY GOVERNS THE SUBJECT MATTER HEREOF. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT. IF YOU ARE USING THE SERVICE AS AN EMPLOYEE OR AGENT OF AN ORGANIZATION OR ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ORGANIZATION OR ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT.

This Software License Agreement (this "**Agreement**") is entered into by and between **SWIMLANE, INC.** ("**SWIMLANE**") and the counterparty identified in the Quote (such counterparty, the "**Licensee**"). This Agreement includes and incorporates by reference any quote, work order, or invoice provided herewith by SWIMLANE (such quote or invoice, the "**Quote**"), and constitutes the sole and exclusive agreement between the parties with respect to the subject matter hereof. Licensee's signature on any Quote or the use by Licensee of any Licensed Software constitutes acceptance of this Agreement.

1. <u>Definitions</u>. In this Agreement:

1.1 "**Local Software**" means SWIMLANE's proprietary security orchestration, automation and response software (the "Licensed Software"), that is delivered to Licensee as provided in the Quote for use as an on-premises software solution in Licensee's computing environment.

1.2 "**SaaS Software**" means the cloud-based version of the Licensed Software to which Licensee is granted access as provided in the Quote.

1.3 "**Proprietary Information**" means all information that is disclosed by a party to the other party in connection with this Agreement that is (i) conveyed in written, graphic, machine readable or other tangible form and conspicuously marked "confidential," "proprietary" or in some other manner to indicate its confidential nature; (ii) conveyed orally, provided that such information is designated as "confidential" or "proprietary" at the time of such oral disclosure or within thirty (30) days after the date of oral disclosure; (iii) the Licensed Software; (iv) a party's business and customer information, product plans and product and technology roadmaps, whether or not marked "proprietary" or "confidential"; and (v) any information, data or know-how derived from the items in (i)-(iv). Notwithstanding the above, information shall not be deemed Proprietary Information if it: (a) is or becomes generally known to the public through no unlawful act of the receiving party; (b) was known to the receiving party at the time of disclosure, as evidenced by the receiving party's written records, and not subject to other restrictions on its disclosure; (c) is disclosed with the prior written approval of the disclosing party; (d) was independently developed by the receiving party without any use of, or reference to, the Proprietary Information of the disclosing party; or (e) becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights.

2. <u>Limited Licenses</u>.

2.1 <u>Local Software</u>. SWIMLANE hereby grants to Licensee, subject to the terms and on the conditions of this Agreement, including <u>Section 2.3</u> hereof, a limited, non-transferable, non-sublicensable and non-exclusive license, solely for the term of this Agreement, to: (i) install, execute, and use the Local Software, in object code form only, exclusively for Licensee's internal business purposes, including, where applicable, the operation of Licensee's Managed Security Service ("**MSS**") business, whereby Licensee provides MSS services for its clients ("**MSS Clients**"); and (ii) make a reasonable number of reproductions of the Local Software solely to the extent necessary to

exercise Licensee's rights pursuant to Section 2.1(i) hereof. All MSS Clients are subject to the terms of this Agreement, and the Local Software shall not be used beyond the scope of this Agreement. End users also will be subject to an end user acknowledgement that use of the Licensed Software is subject to this Agreement.

2.2 Saas Software. SWIMLANE hereby grants to Licensee, subject to the terms and on the conditions of this Agreement, a limited, non-transferable, non-sublicensable, and non-exclusive right, solely for the term of this Agreement, to access and use the SaaS Software (solely as hosted and made available by SWIMLANE on a "cloud" basis) exclusively for Licensee's internal business purposes, including, where applicable, the operation of Licensee's MSS business. For clarity, no copy of the SaaS Software is or will be made available to Licensee or any third party pursuant to this Section 2.2. All MSS Clients are subject to the terms of this Agreement, and the SaaS Software shall not be used beyond the scope of this Agreement. Users of the SaaS Software also will be subject to an end user acknowledgement that use of the SaaS Software is subject to this Agreement.

2.3 Number of Licenses. Licensee acknowledges and agrees that the Licensed Software may be licensed on a per event basis, on a per user basis, on a per seat basis, or under any other usage basis, and that no right or license of any kind is granted to Licensee to install, execute, or otherwise use the Licensed Software in excess of the usage expressly set forth in the Quote.

2.4 Open Source Software. Licensee acknowledges that the Licensed Software may include open source software, details and licenses of which may be included in a "readme" or like file provided to Licensee in connection with the Licensed Software. If and solely to the extent a software component included with or in the Licensed Software is licensed under an open source software license that is incompatible with the terms and conditions of this Agreement, the terms and conditions of such open source software license will take priority over this Agreement solely with respect to such incompatibility and solely with respect to Licensee's use of such software component. For clarity, nothing in this Section 2.4 will (i) broaden SWIMLANE's representations or warranties or indemnification obligations to Licensee; (ii) waive, limit, or disclaim any limitations of liability of SWIMLANE set forth in this Agreement; or (iii) amend the scope of any license granted to Licensee with respect to any proprietary portions of the Licensed Software.

2.5 Updates; Support. So long as Licensee has not materially breached this Agreement, SWIMLANE agrees, solely during the term of this Agreement, to: (i) make available to Licensee those updates, upgrades, corrections, enhancements, improvements, modifications or other changes to the functionality, features and/or capabilities of the Licensed Software that SWIMLANE makes generally commercially available to its other licensees, and (ii) use commercially reasonable efforts to respond to Licensee's requests for support with respect to the Licensed Software, provided that, for clarity, SWIMLANE has no obligation under this Agreement to provide any service or support to Licensee's customers or any end users or to provide any support outside of SWIMLANE's regular business hours. SWIMLANE'S current maintenance support services are described in Exhibit A. SWIMLANE reserves the sole and exclusive right to make updates, upgrades, corrections, enhancements, improvements, modifications, or other changes to the functionality, features and/or capabilities of the Licensed Software, and to, in its sole discretion, discontinue the provision of the Licensed Software and service and support relating thereto. SWIMLANE's current end of life policy with respect to the Licensed Software is attached hereto as Exhibit C.

3. Restrictions on Use of Licensed Software. Licensee acknowledges that the Licensed Software contains valuable trade secrets of SWIMLANE and its licensors and suppliers and constitutes the Proprietary Information of SWIMLANE. Accordingly, and except as may be permitted under Section 2.4, Licensee agrees that it may not and shall not direct any third party to: (i) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (ii) create Internet "links" to the SaaS Software or "mirror" any data, information, content, or other material of SWIMLANE that is provided to it through the use of the SaaS Software; (iii) build a product or service using similar ideas, features, functions, or graphics of the Licensed Software; (iv) except as expressly provided in Section 2 with respect to Licensees that provide MSS services, sublicense, resell, rent, lease, transfer or assign Licensed Software or its use, or offer the Licensed Software on a time share basis to any third party; (v) reverse engineer, decompile, decode, or disassemble the Licensed Software; (vi) remove or alter any identification proprietary notices appearing in the Licensed Software; or (vii) otherwise attempt to derive the source code for the Licensed Software or attempt to gain access to any underlying code used to implement or deploy the Licensed Software. For clarity, Licensee receives no right or license to any source code to the Licensed Software hereunder. Licensee shall comply with all applicable federal, state, local, foreign and international laws, rules, regulations, ordinances, treaties and governmental orders in

using the Licensed Software, including, without limitation, all anti-bribery laws and export control laws and regulations.

4.   Ownership.

4.1   Licensed Software. Subject to the licenses expressly granted to Licensee hereunder, all right, title and interest in and to the Licensed Software and any intellectual property rights therein are and shall be owned solely and exclusively by SWIMLANE and its licensors.

4.2   Usage Data. SWIMLANE may monitor the usage of the Licensed Software and may collect and/or generate data and information relating to Licensee's and any end user's use of the Licensed Software ("**Usage Data**"). All Usage Data will be owned by SWIMLANE and may be used for any lawful purpose, including to verify the accuracy of all License Fees paid or owed by Licensee. SWIMLANE may provide notices, alerts, or other messages to Licensee or end users based on the Usage Data.

4.3   Feedback. To the extent Licensee, its employees, or any end users of the Licensed Software provide SWIMLANE with any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Software, or SWIMLANE otherwise conceives of or creates any ideas, enhancements, improvements, or modifications to the Licensed Software (collectively, "**Feedback and Improvements**"), SWIMLANE will be free to use, disclose, commercialize, license, and exploit such Feedback and Improvements in SWIMLANE's sole discretion without any restriction or compensation to Licensee or any third party. Feedback and Improvements may also be used to improve the Licensed Software for other customers of SWIMLANE.

4.4   AI Features and Services. Certain features of the Licensed Software and SaaS Software may utilize artificial intelligence ("AI") technology to provide features and services, and Licensee hereby agrees that: (a) Swimlane and its licensors may use and store AI content that is processed by each of the AI features and services to maintain and provide the applicable AI feature or service (including development and improvement of such AI feature or service and its underlying technologies); (b) Swimlane and it licensors may use and store AI content that is not personal data to develop and improve machine-learning and artificial-intelligence technologies; and (c) solely in connection with the development and improvement described in clauses (a) and (b), Swimlane and its licensors may store such AI content outside the region where Licensee is using such AI feature or service.

5.   Proprietary Information.

5.1   Nondisclosure or Use. Each party agrees that it shall not disclose any Proprietary Information of the other party to anyone without the written consent of the other party, except that each party may: (i) use the Proprietary Information of the other party to, but only to, carry out the activities permitted hereunder; and (ii) disclose the Proprietary Information of the disclosing party to the receiving party's employees, contractors, consultants, and agents who have a need to know such Proprietary Information in order to exercise the rights and fulfill the obligations of the receiving party and who are bound by a written confidentiality agreement with confidentiality provisions no less stringent than those contained in this Agreement. The standard of care to be exercised by the receiving party to meet the obligations in this Section 5 shall be the standard exercised by the receiving party with respect to its own confidential or proprietary information of a similar nature, but in no event less than reasonable care.

5.2   Permitted Disclosures. The receiving party may disclose Proprietary Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides, without delay, to the disclosing party written notice of such disclosure requirement and cooperates with the disclosing party if the disclosing party seeks to limit or oppose such disclosure.

5.3   Ownership and Return of Proprietary Information. All Proprietary Information of a disclosing party shall remain the sole property of such disclosing party. Upon the termination of this Agreement, or at any time upon written request of the disclosing party, the receiving party shall return the disclosing party's Proprietary Information and not keep any copies thereof.

6.   Payment Terms.

6.1   Software License Fees. Licensee will pay SWIMLANE the license fees and other fees set forth in the Quote (the "**License Fees**") at the time and in the manner set forth in the Quote. Licensee will have no right to set off any amounts due under this Agreement and all payments are non-refundable. Notwithstanding the foregoing, if Licensee is using the SaaS Software, Licensee may be entitled to credits in the event that SWIMLANE is unable to provide the uptime commitments as set forth in Exhibit B. All payments are further subject to any additional terms and conditions set forth in the Quote. If Licensee's use of the Licensed Software exceeds the usage outlined in a Quote (such as if the events used by Licensee exceed the number of events licensed under a Quote) then Licensee agrees to negotiate revised pricing in good faith with SWIMLANE in order to align Licensee's License Fees with Licensee's actual usage of the Licensed Software.

6.2   Taxes. All License Fees exclude any sales, use, excise, import, export, value added, universal service charge, withholding or other similar taxes or governmental charges, including any related penalties and interests however designated, other than taxes based on the net income of SWIMLANE (collectively "**Taxes**"). Licensee agrees to pay any Taxes imposed on Licensee's use or operation of the Licensed Software pursuant to the terms of this Agreement.

6.3   Late Payments. In the event Licensee fails to make any payments when due under this Agreement, Licensee may be charged a late fee on any amount that is not paid when due at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is lower, calculated from the due date until the date paid. SWIMLANE may further suspend any or all access to the Licensed Software until all amounts due and late fees are paid in full.

6.4   Audit. During the term of this Agreement and for a period of one (1) year thereafter, Licensee will maintain accurate and complete records and books of account, which will include, at a minimum, all documentation necessary to compute and verify the License Fees and the accuracy of all information reported to SWIMLANE hereunder. At any time, upon no less than thirty (30) days' written notice, SWIMLANE and its auditors will have the right to examine Licensee's books and records related to the Licensed Software during normal business hours for the purpose of verifying Licensee's compliance with the terms and conditions of this Agreement and the correctness of all amounts paid or payable to SWIMLANE under this Agreement. Any such audit shall be conducted at SWIMLANE's cost and expense. If such audit correctly reveals an underpayment, Licensee will promptly pay SWIMLANE the amount of underpayment plus any late payments owed pursuant to Section 6.4 hereof. In addition, if such underpayment is in excess of five percent (5%) of the amounts actually due to SWIMLANE, Licensee shall reimburse SWIMLANE for the reasonable out-of-pocket and documented costs actually incurred by SWIMLANE as a result of the audit.

7.   Disclaimer. By its nature, the Licensed Software may contain errors, bugs, and other problems that could cause system failure. In addition, the Licensed Software may not have adequate documentation, and any documentation in existence may be inaccurate or incomplete. SWIMLANE DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (A) THE LICENSED SOFTWARE WILL BE 100% SECURE OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SERVICE OR DATA; (B) THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; (C) ANY DATA STORED USING THE LICENSED SOFTWARE WILL BE ACCURATE, RELIABLE, OR SECURE; (D) ERRORS OR DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED; (E) THE LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (F) THE LICENSED SOFTWARE WILL DETECT, ALERT LICENSEE TO, RESPOND TO, OR RESOLVE ANY GIVEN SECURITY THREAT OR BREACH. EXCEPT AS SET FORTH HEREIN, SWIMLANE PROVIDES THE LICENSED SOFTWARE TO LICENSEE ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, AND SWIMLANE MAKES NO WARRANTY REGARDING THE LICENSED SOFTWARE, ANY RELATED DOCUMENTATION, OR THE USE OR OPERATION OF THE LICENSED SOFTWARE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, AND NON-INFRINGEMENT. LICENSEE MAKES NO WARRANTY REGARDING ANY FEEDBACK PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE.

Third-Party Services. Certain features and functionalities within the SaaS Software and Licensed Software may allow Licensee and its end users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, "Third-Party Services"). SWIMLANE DOES NOT PROVIDE ANY ASPECT OF THE THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE FOR ANY ERRORS, COMPATIBILITY ISSUES OR BUGS IN THE SUBSCRIPTION SERVICES OR THIRD-PARTY SERVICES CAUSED IN WHOLE OR IN PART BY THE THIRD-PARTY SERVICES OR ANY UPDATE OR UPGRADE THERETO. FURTHER, SWIMLANE DOES NOT WARRANT OR ENDORSE AND DOES NOT ASSUME AND WILL NOT HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOSS, LIABILITY, OR DAMAGES OF ANY KIND ARISING FROM OR RELATED TO ANY THIRD-PARTY SERVICES, EVEN IF SUCH THIRD PARTY SERVICES ARE PURCHASED USING A SWIMLANE ORDER FORM. Licensee is solely responsible for entering into agreements to access and use the Third-Party Services, maintain the Third-Party Services and otherwise obtaining any associated licenses and consents necessary for Licensee to use the Third-Party Services. The Third-Party Services' terms will govern the relationship between Licensee and the vendor of such the Third-Party Service, and as between Swimlane and Licensee, Licensee is solely responsible for complying therewith. LICENSEE ACKNOWLEDGES SOLE RESPONSIBILITY FOR AND ASSUMES ALL RISK ARISING FROM ITS USE OF ANY THIRD-PARTY SERVICES EVEN IF SUCH THIRD PARTY SERVICES ARE PURCHASED THROUGH A SWIMLANE ORDER FORM.

8. Indemnification; Consequential Damages Waiver; Limitation of Liability.

8.1 Indemnification by SWIMLANE. SWIMLANE will indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and contractors ("**Licensee Indemnified Entities**") from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys' fees) to the extent resulting from any claim or suit asserted by a third party against a Licensee Indemnified Entity that the Licensed Software, as and in the form provided by SWIMLANE, infringes such third party's intellectual property rights; provided, however, that SWIMLANE shall have no obligations under this Section 8.1 if and to the extent any such claim or suit, or any resulting liabilities, losses, damages, costs, or other expenses, are based on: (i) SWIMLANE's compliance with any explicit instructions or specifications provided by Licensee; (ii) the modification of the Licensed Software by anyone other than SWIMLANE; (iii) the combination of the Licensed Software with any product, software, or service not provided by SWIMLANE; (iv) a Licensee Indemnified Entity's continued use of the Licensed Software after SWIMLANE has provided the Licensee Indemnified Entity with a new version or update to such Licensed Software that no longer infringes; (v) a Licensee Indemnified Entity's misuse of the Licensed Software (including any use outside of the express scope of the licenses granted hereunder); (vi) hardware or software applications of Licensee (each of (i)-(vi) hereof, an "**Excluded Claim**"); or (vii) any open source software used or incorporated into the Licensed Software. SWIMLANE's obligations under this Section 8.1 are conditioned on: (a) Licensee promptly notifying SWIMLANE in writing of the applicable claim or suit; (b) SWIMLANE being granted sole control of the defense and/or settlement thereof; and (c) the Licensee Indemnified Entity furnishing to SWIMLANE, on request, all relevant information available to such Licensee Indemnified Entity and reasonable cooperation for such defense. The obligations provided in this Section 8.1 shall be the sole obligation of SWIMLANE and the exclusive remedy of the Licensee Indemnified Entities with respect to any infringement claims based on the Licensed Software. If SWIMLANE believes that a Licensee Indemnified Entity is, or may become, prohibited from continued use of any Licensed Software by reason of an actual or anticipated infringement claim or suit then, at SWIMLANE's option, SWIMLANE will use its reasonable efforts to: (1) obtain for such Licensee Indemnified Entity the right to continue to use the Licensed Software as permitted hereunder; or (2) replace or modify the Licensed Software so that it is no longer subject to such claim or suit. If the options described in clauses (1) and (2) above are not reasonably available to SWIMLANE then SWIMLANE has the right not to continue to provide such portion of the Licensed Software that is the subject matter of the claim or suit, and the Licensee Indemnified Entity's license to such portion of the Licensed Software will immediately terminate.

8.2 Indemnification by Licensee. Licensee will indemnify, defend, and hold harmless SWIMLANE and its officers, directors, employees, and contractors from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys' fees) resulting from any claim or suit arising out of or related to (i) Licensee's breach of this Agreement; (ii) any use (except to the extent SWIMLANE is obligated to indemnify Licensee as provided in Section 8.1), or misuse of the Licensed Software by any Licensee Indemnified Entity or any of their end users of the Licensed Software; or (iii) any Excluded Claim.

8.3   Consequential Damages Waiver. EXCEPT WITH RESPECT TO THE OBLIGATIONS SET FORTH IN SECTION 5 AND SECTION 8, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER INCURRED, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE BY THE OTHER PARTY.

8.4   Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF SWIMLANE ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY CONTRACT YEAR EXCEED THE LICENSE FEES ACTUALLY PAID TO SWIMLANE DURING THE IMMEDIATELY PRIOR CONTRACT YEAR.

9.   Term and Termination.

9.1   Term. The term of this Agreement shall commence on the date of the initial delivery or provision of the Licensed Software to Licensee and shall continue for the term set forth in the Quote (and may be extended by written mutual agreement), unless earlier terminated as set forth below.

9.2   Termination. This Agreement may be terminated by either party immediately upon written notice to the other party if the other Party materially breaches this Agreement which breach remains uncured for thirty (30) days after written notice of such breach is given by the aggrieved party to the breaching party. Upon the expiration or termination of this Agreement for any reason: (i) the licenses granted pursuant to Section 2 shall simultaneously terminate; (ii) Licensee and all end users and customers thereof shall immediately cease all use of the Licensed Software; (iii) each party shall return the Proprietary Information of the other party (and not keep any copies of the other party's Proprietary Information) in accordance with Section 5.3; and (iv) Sections 1, 3, 4, 5.3, 6, 7, 8, 9.2, and 10 (other than Section 10.10) shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the termination or expiration of this Agreement will not relieve either party of any liability or obligation that accrued prior to such termination or expiration. In addition, if this Agreement is terminated by SWIMLANE due to Licensee's uncured material breach, then Licensee will immediately pay to SWIMLANE any and all amounts that would have been owed or otherwise payable to SWIMLANE during the term of the Agreement had it not been terminated early.

10.   General.

10.1   Relationship. The parties are each independent contractors, and neither party shall be, nor represent itself to be, the franchiser, joint venturer, franchisee, partner, broker, employee, servant, agent, or legal representative, of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or bind the other party in any manner whatsoever.

10.2   Entire Agreement; Counterparts; Amendment; Waiver. This Agreement (including all Exhibits and Schedules hereto) constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions. In the event of any conflict between the precedence of this Agreement and any other agreement between the Parties with respect to the subject matter hereof, this Agreement shall govern and control. This Agreement may be executed by electronic signature, facsimile, or PDF, and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may not be modified, amended, or supplemented, except by a signed writing of all parties hereto. No failure to exercise, and no delay in exercising, any right, power, or privilege under this Agreement shall operate as a waiver, nor shall any single exercise, any single failure to exercise, or a partial exercise of a right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any right, power or privilege hereunder shall be valid unless made in writing and signed by the waiving party.

10.3   Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement or the application of such provisions as applied to other persons, places and circumstances shall remain in full force and effect, and such invalid or unenforceable provision shall be enforced to the maximum extent possible in order to implement the intent of the parties.

10.4   Notice. Any notice required or permitted to be given by either party under this Agreement shall be in writing, and shall be personally delivered, sent by e-mail with confirmation of receipt, sent by certified or registered mail, or sent by a nation-wide courier service, to the other party at its address set forth in this Agreement, or such new address as may from time to time be supplied by the parties hereto in accordance with this Section 10.4. If personally delivered, notices will be deemed delivered and effective on the date of personal delivery. If sent by e-mail, then notices will be deemed delivered and effective upon the date of confirmation of receipt by the recipient. If delivered by a nation-wide courier service, then notices will be deemed delivered and effective on the date of receipt.

10.5   Captions and Headings. All captions and headings are for reference only and shall not be considered in interpreting or construing this Agreement.

10.6   Assignment; Subcontracting. This Agreement may not be assigned or delegated by either party without the prior written consent of the other party, which consent will not be withheld unreasonably. Notwithstanding the foregoing, either party may, without such consent, assign this Agreement and its rights and obligations hereunder to a purchaser of all or substantially all the assets of such party, or a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such party is participating, provided that the assignee agrees to perform all obligations of assignee hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. SWIMLANE may subcontract any or all of its obligations under this Agreement without Licensee's consent, provided that SWIMLANE will remain responsible for such subcontractor's performance hereunder.

10.7   Injunctive Relief. The parties acknowledge that any breach of any of the provisions of this Agreement may cause irreparable harm and significant injury to SWIMLANE, the extent of which may be extremely difficult to ascertain. Accordingly, Licensee agrees that SWIMLANE will have, in addition to any other rights or remedies it may have available at law or in equity, the right to seek injunctive relief, without posting bond, to enjoin any breach or violation of such provisions.

10.8   Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflicts of law principles. The application of the United Nations Convention on the International Sale of Goods is specifically disclaimed. Any dispute or controversy arising from or relating to this Agreement must be arbitrated in Wilmington, Delaware before a single arbitrator who is jointly selected and mutually approved by the parties or, if the parties are unable to or fail to agree on the selection of the arbitrator within fifteen (15) days of the demand for arbitration being served, who is appointed by Judicial Arbitration and Mediation Services (JAMS) in accordance with its rules. The arbitrator shall serve as a neutral, independent, and impartial arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the expedited procedures in those rules), or, if applicable, in accordance with the JAMS International Arbitration Rules. The results of the arbitration procedure will be considered the Proprietary Information of both parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither party will be required to arbitrate a dispute relating to the misuse or misappropriation or any Proprietary Information or the infringement of intellectual property rights, which dispute shall be brought in the federal and state courts in Wilmington, Delaware, and each party hereby consents to the jurisdiction and venue of such courts for such disputes. The parties agree that any and all process directly to any of them in any such litigation may be served outside the State of Delaware with the same force and effect as if the service had been made within the State of Delaware and that service of process may be effected in accordance with Section 10.4 hereof.

10.9   Force Majeure. SWIMLANE shall not be in default by reason of any failure in performance of its obligations if such failure arises out of causes beyond the control (whether caused directly or indirectly) of SWIMLANE. Such causes m include, but are not restricted to: Acts of God or of the public enemy; acts of government (including specifically but not exclusively any orders, rules, or regulations issued by any official or agency of any

such government) in either its sovereign or contractual capacity; riots; fires; earthquake; floods; epidemics; quarantine restrictions; embargoes; strikes; labor difficulties; delays or interruptions in performance by suppliers or subcontractors; unusually severe weather; shortages in labor, fuel, materials and supplies; internet connectivity problems; hacking of any facilities, resources, or infrastructure (whether of SWIMLANE or any third party service provider thereof); or any combination thereof.

10.10   Marketing, Demo, and Co-marketing. SWIMLANE may use Licensee's name, logo, and trademarks, in printed, audio, and digital formats and on SWIMLANE's websites, for the purpose of advertising and marketing the Licensed Software, provided that no quotes or other attributions will be made to Licensee without Licensee's prior written consent. Licensee and SWIMLANE may publicly refer to the other party as a licensor and a customer, respectively.

Exhibit A – Maintenance Services

A copy of our services can be viewed and downloaded from our Website at Support Delivery Terms and Conditions (https://swimlane.com/assets/uploads/brand/DataSheet-Swimlane-Support_Revised_4aug2022_2.pdf).

Exhibit B – SaaS Software Service Level Addendum

A copy of our SaaS Software Service Level Addendum can be viewed and downloaded from our Website at: SaaS Service Level Definition (https://swimlane.com/saas-service-level-definition).

Exhibit C – End of Life Policy

Key Terms:

- End of Sale/Life Announcement (EOSA / EOLA): Issuance of an EOSA and EOLA marks the beginning of the EOL life cycle for a software product.
- End of Sale (EOS): The date when Swimlane will cease selling a Major or Minor software version or product offer for purchase by customers.
- End of Life (EOL): The date when Swimlane will cease support for a Major or Minor software version release and all maintenance and engineering for a software product ceases.

Product Life Cycle Overview and EOS / EOL Notifications

Swimlane periodically introduces new products, services, product enhancements and other offerings. As part of this process, older products and services may be discontinued. Swimlane is committed to making the transition from discontinued products to new offerings simple for our customers.

Software Life Cycle Policy

Version 10.X on-premise software

Swimlane releases software versions on a quarterly basis. Swimlane supports up to 5 versions from the current version. Customers can be behind for approximately 12 months from the latest version shipped by Swimlane . Any older versions will automatically be out of support (i.e. 10.13.x is released, 10.8.x and earlier is automatically EOS). EOL announced as part of release notes. Customers MUST maintain their software on supported versions.

Version 10.X dedicated cloud

Dedicated Cloud is a hosted infrastructure environment where all software upgrades and deployments are running the most updated version with the latest security and product updates within approximately 30 days of release. Swimlane deploys hot fixes as required to address critical customer issues and security issues. Customers cannot

choose the version they want to be on. Swimlane operates a pre-planned maintenance window to upgrade the software.

<u>Turbine on-premise software (version 11.x)</u>

Swimlane releases software versions on a quarterly basis. Swimlane supports up to 3 versions from the current version. Customers can be behind for approximately 12 months from the latest version shipped by Swimlane. Any older versions will automatically be out of support (i.e. 11.7.x is released, 11.4.x and earlier is automatically EOS). EOL will be announced as part of release notes. Customers MUST maintain their software on supported versions.

<u>Turbine Cloud</u>

Turbine Cloud is a multi-tenant environment where many of Swimlane's customers share the infrastructure and the same Swimlane version of the software. All software upgrades and deployments are targeted towards a shared environment. Since Turbine is a shared environment, It is always running the most updated version with the latest security and product updates. Swimlane deploys hot fixes as required to address critical customer issues and security issues. Customers cannot choose the version they want to be on. Swimlane operates a pre-planned maintenance window to upgrade the software automatically.