

SaaS Software License Agreement

1. Agreement

This Schedule B – Software-as-a-Service (SaaS) Software License Agreement (“SSL”) describes the right to use Calero software pursuant to the related Master Services Agreement (“MSA”) dated _____ between Calero Software, LLC (“Calero”) and _____ (“Customer”) (together with the Schedules thereto, the “Agreement”).

2. SaaS Software License

Calero hereby grants and Customer accepts, according to the terms and conditions defined herein, a nontransferable, limited, non-sublicensable, non-exclusive license for Customer’s Authorized Users to operate the software described in the SOW for the SOW Term and at the prices and payment terms set forth in the Agreement. Customer agrees to use the SaaS Licensed Software (as defined hereunder) only for its own use in processing its own data in connection with the Services provided under the Agreement. “SaaS Licensed Software” means Calero’s proprietary Software components as specified in the SOW, to be hosted within Calero’s data center, managed by Calero personnel and not offered for installation at the Customer location. Calero SaaS Licensed Software will include future releases or versions and related updates, if generally made available to all Calero SaaS licensed customers and all available documentation. “Authorized Users” shall mean the number of Customer employees identified on the SOW.

3. Modification to the SaaS Licensed Software

Calero may make modifications to the SaaS Licensed Software or particular components of the SaaS Licensed Software from time to time and will use commercially reasonable efforts to notify CUSTOMER of any material modifications.

4. Service Level Objectives

4.1. Introduction

The Service Level Objectives (“SLOs”) are a set of minimum performance standards which if not met will trigger a mutually agreed to improvement process between Customer and Calero.

4.2. Overview.

These SLOs apply to the Calero Software-as-a-Service provided under the terms of this SSL. The purpose of the SLOs is to establish service levels for:

- a) The Availability of the SaaS Licensed Software
- b) The Reliability of the SaaS Licensed Software
- c) The accuracy and timeliness of performance reporting.

4.3. Definitions

For the purposes of this SSL, the following terms have the meanings set out below:

“Availability” means the amount of time that a component (or group of components) was actually available for use by Customer (also known as “uptime”) by Customer.

“Incident Record” means the database record captured by Calero that contains relevant information associated with a report of trouble identified by either Customer or Calero which pertains to, but not limited to failures in meeting thresholds established for response time and availability in connection with the Services.

“Outage Incident” means an outage to the SaaS Licensed Software that occurs when Calero’s monitoring system detects three (3) consecutive failures to receive a response within twenty (20) seconds from the SaaS Licensed Software within any fifteen (15) minute period during Business Hours, excluding Scheduled Downtime and Excusable Downtime.

“Scheduled Downtime” means any Services interruption which impacts the SaaS Licensed Software, the timing of which is pre-negotiated and mutually agreed to by the parties.

“Unscheduled Downtime” means the amount of time, in minutes, that access to the SaaS Licensed Software is not available to Customer during Business Hours in any calendar month, and results in Services interruptions that are Scheduled Downtime or Excusable Downtime.

For clarity the calculation of Unscheduled Downtime is as follows:

$$\text{Unscheduled Downtime} = \text{Total Downtime} - (\text{Scheduled Downtime} + \text{Excusable Downtime})$$

“Excusable Downtime” means any interruption or circumstance that negatively affects the Availability of the SaaS Licensed Software that is not under direct control of Calero or its sub-contractors. Excusable Downtime includes that portion of the total downtime in any calendar month that is not the responsibility of Calero resulting from:

- Interruptions to Services that are due to commercial power failures on Customer premises.
- Calero or Calero third party Service providers are refused or delayed entry to a Customer site after adhering to all agreed processes.

- Activities under the direct control of Customer or its sub-contractors that are incomplete or completed in such a manner that they cause the SaaS Licensed Software to be unavailable for use or prevent Calero from effecting repairs.
- Damage to or tampering (i.e., not permitted or directed by Calero) with Calero equipment at Customer sites, where the building is owned and access is controlled by Customer, and caused by a party other than Calero or its third party Service providers.
- An Event of Force Majeure as defined in the Agreement.

All Excusable Downtime interruptions will be fully documented by Calero, reviewed and reasonably approved by Customer before the interruption is designated as Excusable Downtime.

4.4. SaaS Hours of Operation

Calero shall be responsible for maintaining availability of the SaaS Licensed Software twelve (12) hours per day, five (5) days per week, Monday through Friday 8:00am to 8:00pm Eastern Time excluding holidays (“Business Hours”).

4.5. SaaS Licensed Software Performance Metrics

Service Level Metric	Description	Target
SaaS Licensed Software Availability	Availability is measured only during Business Hours and is calculated as a percent of (total minus of operation – Unscheduled Downtime) / total minutes of operation in the month.	99%
Time to Repair	Percentage of Outage Incidents resolved within four (4) Business Hours.	90%

4.6. Calero SaaS Software Problem Resolution Guidelines

For issues communicated directly by Customer to the assigned Service Delivery Manager (“SDM”) via telephone during Business Hours, Calero will use commercially reasonable efforts to solve the problem in accordance with the Resolution Goals set forth below. A Calero representative will respond to Customer’s request within three (3) Business Hours by telephone or email to acknowledge receipt of the request and request additional information if needed (a “Response Call”). The times set forth below will be measured from the time of Calero’s Response Call. The Response Call also applies to support requests made by pager outside of Business Hours, including weekends. (After hours and weekend support is billable at the prevailing billable rate Calero charges for such Services.)

Priority Level	Examples of Priorities	Resolution Goal
<p>PRIORITY 1</p> <ul style="list-style-type: none"> ■ A major component or function of the software is, or becomes, inoperable. ■ The system halts, loses significant amounts of data, or can no longer properly operate. 	<ul style="list-style-type: none"> ■ System down ■ Unable to access major system components. 	<p>See above SaaS Licensed Software, Section 4.5, for Time To Repair.</p>
<p>PRIORITY 2</p> <ul style="list-style-type: none"> ■ A significant (but not primary) component of the system is unusable or does not function, but does not result in data loss. 	<ul style="list-style-type: none"> ■ Inability to run or distribute reports. ■ Configuration concerns of a time sensitive nature. 	<p>To correct the problem or provide an action plan to correct the problem within two (2) business days.</p>
<p>PRIORITY 3</p> <ul style="list-style-type: none"> ■ A problem exists which does not affect basic system functions. 	<ul style="list-style-type: none"> ■ Administrative and general reporting questions ■ Rating/Costing issues ■ Enhanced explanation of information already contained in the SaaS Licensed Software Help system 	<p>To correct the problem or provide an action plan to correct the problem within five (5) business days.</p>
<p>Note:</p> <ul style="list-style-type: none"> • The above does not apply to instances where the Software has been misused. Examples of misuse include (but are not limited to): changes to required user rights/permissions, locally or on the network; removal of, or restriction of access to, system directories or files; and Customer changes to user passwords without Calero's consent and participation. An additional billable charge for troubleshooting in the event of Software misuse may apply. • In the event that a Customer needs involvement of a third party vendor/contractor/technician to assist in troubleshooting, Calero technical support requires that the Customer make arrangements with their assigned Calero technician to pre-plan or schedule a date and time where all involved parties can participate. 		



4.6.1. Customer Support Escalation Procedures

If Customer does not receive a Response Call or resolution to a problem within the intervals stated above, Customer may escalate the problem to the Manager of Technical Support:

Email: support.manager@calero.com

5. Maintenance and Support

5.1. Technical Support

Calero will provide help desk support for software inquiries to Authorized Users of the SaaS Licensed Software via Calero's Software Help Desk service. The Calero Software Help Desk will be available from 8:00 AM – 8:00 PM EST non-holiday weekdays via an 800 telephone number or email address. Each Help Desk request will be logged into Calero's Help Desk ticketing system. Once the Help Desk technician documents the request, the Calero Help Desk will assist the requester to resolve their issue. If issue resolution requires other Calero resources, the technician will assign the ticket to the appropriate resource(s) for follow-up with the requester for resolution.

5.2. Additional Support Services

Customer may purchase additional support services available from Calero. Prices for such Services will be defined In a SOW or a Change Order upon Customer request.

6. Intellectual Property Rights

Customer acknowledges that, with the exception of third-party products incorporated in the SaaS Licensed Software, the SaaS Licensed Software, including its programs, screens, database schema, concepts, and documentation, has been designed by and remains the intellectual property of Calero and is the Confidential Information (as defined in the Agreement) of Calero. The SaaS Licensed Software is Calero's exclusive property and may be used by Customer only in accordance with the terms of this Agreement. Calero grants Customer no rights to the SaaS Licensed Software other than as specifically set forth herein, and Calero retains, on an exclusive basis, all proprietary rights in and to the SaaS Licensed Software and all intellectual property relating thereto. Customer may not disclose or make available to the SaaS Licensed Software or any portion thereof to anyone other than Authorized Users without Calero's prior written consent, including but not limited making the SaaS Licensed Software available to any consultants or service providers working on Customer's behalf. Any and all work performed under or related to this Agreement is not a "work for hire" and Calero shall own all intellectual property rights relating to the work performed under this Agreement including any modifications to the SaaS Licensed Software or delivered materials. Customer shall not make, support or permit any claims adverse to Calero's rights set forth herein.

7. Limitations of Use/Indemnity

Customer agrees it will not (i) sell, rent, lease, re-license, operate, provide access, copy, duplicate or give away all or any portion of the SaaS Licensed Software to or for any other party or entity, (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the SaaS Licensed Software, or (iii) use the SaaS Licensed Software other than in accordance with the terms of this Agreement, without prior written approval from Calero. Customer agrees that it is specifically prohibited from modifying, translating, reverse engineering, de-compiling, or disassembling the SaaS Licensed Software, or from creating derivative works based on the SaaS Licensed Software, and waives any right it may have to perform such activities. In the event that the Customer breaches this Section 7, all of the Customer's rights to use the SaaS Licensed Software will immediately terminate and Customer will cease any further operation or use of the SaaS Licensed Software and will return any documentation to Calero. Customer will, at its own expense, indemnify and hold Calero and its parent, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs and expenses (including attorneys' fees) arising out of a breach of this Section 7.

8. Limitations of Access

Calero reserves the right to block access to the SaaS Licensed Software from certain countries, geographic regions and/or IP address ranges that are deemed high risk by Calero. If Customer requires access from those countries, geographic regions and/or IP address ranges, Customer shall request such access in writing. Calero may, at its own discretion, grant in writing Customer access to SaaS Licensed Software from those requested countries, geographic regions and/or IP address ranges.

9. Infringement

Notwithstanding the final sentence of Section 7 of the Master Services Agreement of the Agreement, in the event that the SaaS Licensed Software infringes any U.S. copyright, patent, trademark or trade secret rights of a third party, Calero shall indemnify, defend and hold harmless Customer against any claims of such infringement and shall pay any monetary judgments, reasonable attorneys' fees, and costs awarded to the third party for such infringement, or any settlement of such claim to which Calero has agreed, provided that (i) Customer promptly gives notice to Calero of the claim against Customer alleging such infringement, (ii) Customer allows Calero to control the defense and settlement of such claim, including any litigation, arbitration, mediation and settlement negotiations, (iii) Customer reasonably cooperates with Calero in connection with the defense and settlement of such claim. For the avoidance of doubt, in the event of a claim of infringement with respect to the SaaS Licensed Software, the remedies set forth in Section 7 of the Master Services Agreement of the Agreement shall apply with respect to Customer's continued use of the SaaS Licensed Software. In lieu of the foregoing remedies Calero may, at its option, refund to Customer that portion of the license fees paid under this Agreement that can reasonably be



allocated to the infringing SaaS Licensed Software, reduced by 25% for each year that it has been used by Customer.

This Section shall not apply to any services created by any third party or created by Calero to Customer's design or specifications. This Section shall also not apply to the extent the claim of infringement is caused by or contributed to by any Customer's act, omission, misuse, abuse or modification of any of the Software, Services or products made available by Calero, or Customer's use of such Software, Services or products outside the scope of the Agreement or in combination with any software, attachments, features or devices not supplied or approved by Calero.