

Scalability and Performance with Spirion Data Privacy Manager

Achieve Privacy-Grade data discovery and purposeful classification in a highly scalable SaaS hybrid architecture that can thoroughly scan both on-premises endpoints/servers and cloud repositories.

Problems with Traditional Scanning Approaches

Traditional data discovery scans can be time consuming in order to yield accurate results. Most approaches choose to sacrifice accuracy, omit certain locations, and miss context in order to “complete” discovery quickly. These design choices don’t result in thorough discovery as they yield false positives – or even worse, false negatives, leaving gaps in location coverage. This fails to provide the depth of information required to understand the context of the data found resulting in concerns over accurate compliance with privacy regulations.

Bandwidth, Capacity, and Contention

Bandwidth and capacity are also a concern due to the high volume of data being read during scans. To compensate, it is important to keep the scanning software or agent as close to the data as possible, thereby greatly reducing bandwidth requirements and avoiding contention with other users.

Agents vs Agentless, or Both?

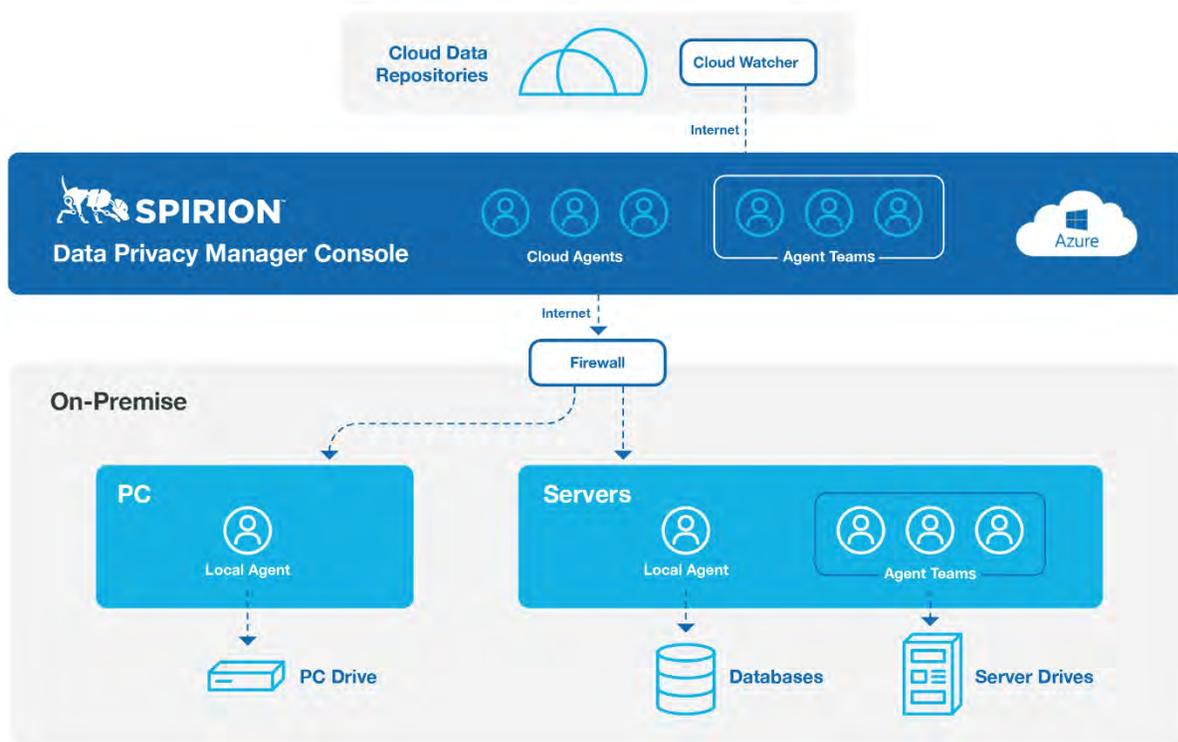
Some other discovery solutions offer only agentless scanning, where all data is read by a single centralized deployment of cloud-based software.

While this centralized approach can be simpler to deploy and maintain, it may also have significant limitations and performance issues if on-premises drives or databases need to be scanned for compliance or security reasons, including:

- Network contention and congestion on internal LANs, across firewalls, and during transit of Internet connections.
- Consumption of excessive Internet bandwidth needed by other critical functions like off-site backups and other SaaS applications.
- Significant cloud repository egress fees may be incurred when data is scanned in a cloud repository without using an agent within or directly adjacent to the cloud repository.

The Solution

Spirion Data Privacy Manager (DPM) allows for agent-based, agentless or a hybrid combination for deployments. Local Agents can be deployed directly on servers and PCs where advantageous. Cloud Agents can be used to scan both repositories and or a combination of cloud and on-premises locations.



Cloud Agents

Cloud Agents run up in the cloud on the Azure platform. They work from a shared global search history, so they are aware of what other agents have already scanned. This eliminates duplicative rescanning while ensuring that a complete and thorough scan is done and the results are immediately visible in the DPM Console as the scan progresses. Cloud Agents can be automatically added or destroyed, and groups of Cloud Agents can be launched as an Agent Team wherever needed. This offers time and cost efficiencies with no pre-configuration overhead or dedicated hardware requirements.

On-Prem Agents

On-Prem Agents are usually deployed to on premise workstations, PCs, servers being scanned, or other local compute platforms. They make highly effective use of local compute resources and the high bandwidth/low contention storage busses connecting disk drives to the server or PC they are running on. Because only the scan results are returned to the DPM Console, On-Prem Agents greatly reduce network bandwidth and content issues.

Cloud Watcher

Cloud Watcher is a new feature that is like a Cloud Agent. Rather than performing scans on demand or based on a preset schedule, Cloud Watcher starts a new scan by a Cloud Agent whenever a cloud repository API indicates that new or changed data is present. This capability improves the performance and scheduling impact of scanning for new or changed data by only scanning when necessary.

Agent Teams

By combining sets of Cloud Agents or On-Prem Agents into an Agent Team, DPM can speed up large scans by breaking the work into small segments, allowing for distributed or parallelized scanning that greatly reduces overall scan times. Agent Teams are fully automated and highly scalable – you simply select a set of Agents to use and DPM figures out how to divide and distribute the scan process across them, sharing a global scan history to ensure that no work is duplicated. As additional Agents configured for the scan become available, they check a queue for the next available scan portion and begin scanning immediately

Hybrid Architectures provide Flexibility, Scalability, and Performance

Asking whether a discovery tool is Agent-based or Agentless/Centralized is asking the wrong question. The question should be – what method is best for the organization? Usually the answer is a combination of both Agent-based and centralized scanning in a hybrid approach to provide both flexibility and scalability. Data Privacy Manager offers choice in deploy agents where necessary while still providing robust centralized, automated, and highly scalable agentless scanning options for consistently high performance and comprehensive discovery. Data Privacy Manager allows for the use of the method that is most appropriate for the task at hand to avoid compromises and maximize the total cost of ownership.



Spirion Data Privacy Manager

Operational Efficiencies with Playbooks

Spirion's new Data Privacy Manager (DPM) provides industry-leading sensitive data discovery and classification in a highly scalable SaaS hybrid architecture, with the capability to thoroughly scan both on-premises endpoints/servers and cloud repositories for performance and protection.

Why a Playbook Matters

As well as being the watch dog of an organization's sensitive data, DPM uses Playbooks instead of workflows to help teams prepare for and handle incidents without worrying about missing a critical decision.

Unlike convoluted processes with other approaches, the easy-to-understand UI creates a step-by-step investigation. By following simple commands that allow for a remediation process with actions and weights at each step, users can stack multiple actions based on decision points that can also be prioritized for better decisioning.

Playbooks allow for fine grained control of sensitive information. This allows companies to handle the same types of data differently, as needed. Diverse sets of actions can be configured depending on a wide variety of information, from file location or access control lists to when files were last modified or accessed and by whom.

Playbooks are suitable for all users ranging from the most novice administrator to a seasoned analyst and are regulated by their on-access permissions. Since only approved actions can be taken at any step, potential errors and omissions in detecting and remediating data privacy risks are greatly reduced.

The DPM Playbook is a method to help teams match the complexity required by an organization to prepare for and handle incidents and overall simplifies complex tasks through automation to control sensitive data.

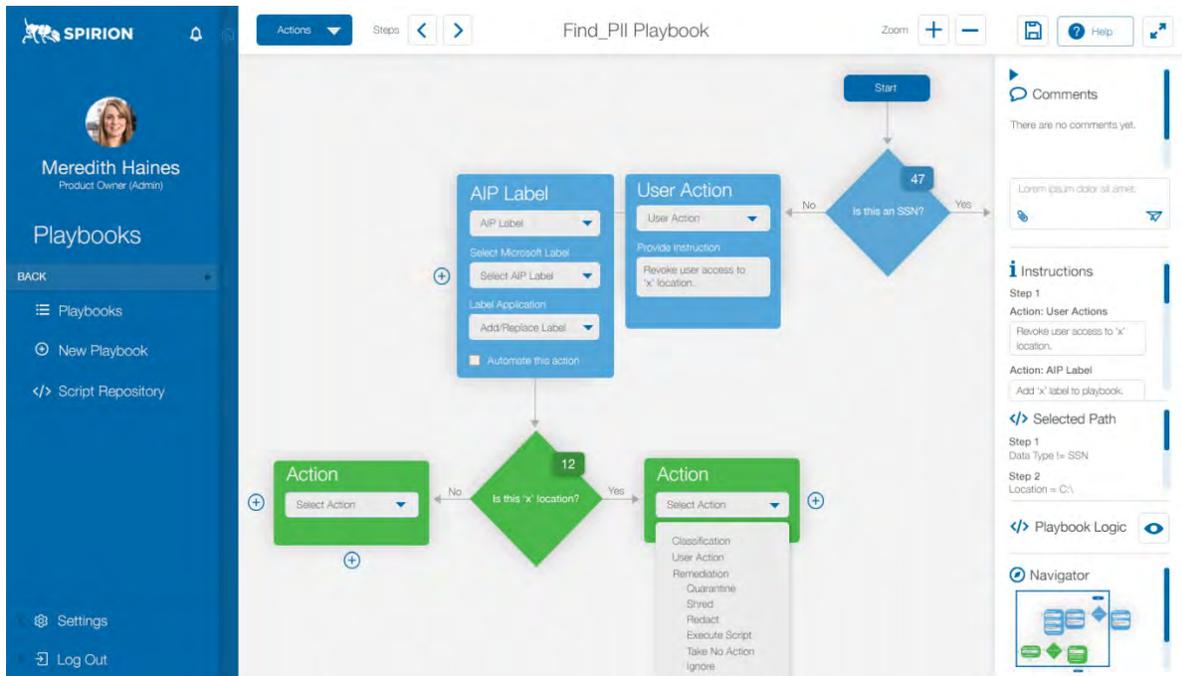
Playbooks vs Policies and Workflows in Sensitive Data Manager

The workflows in Sensitive Data Manager (SDM) provide the ability to assign results to users based on user defined criteria, send notifications when automatic or manual assignment occurs, apply remediation actions, track status and assign classifications. This provides a complete process for end users, However, SDM workflows are complicated to implement, design, and they aren't easily replicated.

By comparison, Playbooks takes and builds on SDM Workflows by adding vastly expanded conditional branching, approvals, notifications, and automation that offer ease of use and time efficiencies due to the inherent flexible design.

New UI that provides a delightful UX

DPM's new UI enhances the visual aspects of Playbooks making it easy to use with a sensible and trainable UI. Playbooks uses interactive cards that provide all relevant options while hiding everything irrelevant to the user's task at that moment. It uses progressive disclosure by adding single cards, one at a time in the Playbook builder, and uses self-segmentation in the Playbook viewer to empower the user to choose their own path through remediation.



This is better than SDM's workflows as it is easy to use with intuitive design flows that provide all possible options for remediations in a relevant, simplified UI that implements the concept of Playbook "cards". Users can access a simple dropdown configuration for details. Each set of cards represents an easy to follow colored path that is easy to differentiate from the path not taken that is greyed-out. Users can easily see the automated step progress for remediation with a status indicator, and a navigator that allows the user to conveniently traverse a complex flow.

Operational and time efficiencies are just a click away with Playbooks in Data Privacy Manager. Offer your data privacy team the much need protection and performance to handle incidents without missing a critical step.


SPIRION™
SOLUTION OVERVIEW

Spirion Sensitive Data Platform

The Challenge

Data proliferation, increased data protection and privacy legislation and data loss incidents are top of mind concerns for businesses today. Organizations are tasked with protecting their data footprint to address these challenges but find that it can be very difficult to protect sensitive data if you don't know what you do have or where it resides within the ecosystem. This lack of data insight puts organizations at risk for data breaches, reputational damage and fines for non-compliance with data protection laws.

The Solution

Spirion Sensitive Data Platform (SDP) provides Privacy-Grade™ data discovery and purposeful classification in a highly scalable SaaS hybrid architecture, able to thoroughly scan both on-premises endpoints/servers and cloud repositories at enterprise scale. It quickly and automatically discovers, classifies, and remediates almost any form of sensitive data or personally identifiable information (PII) anywhere on-premises, in the cloud, and on all endpoints.

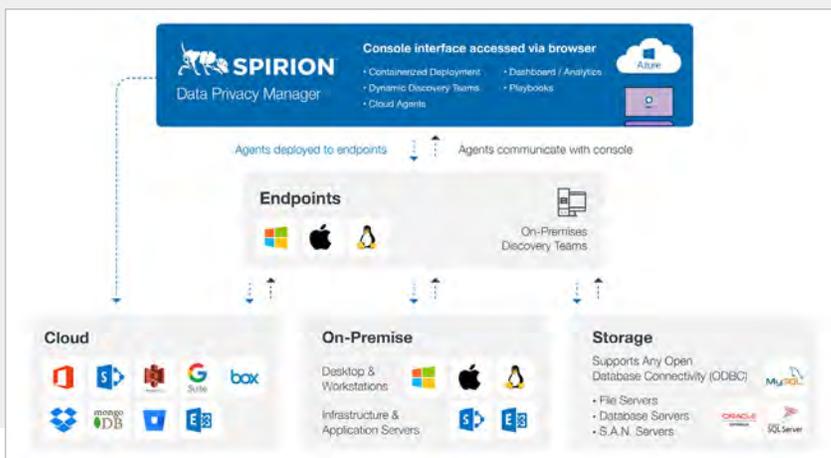
Spirion SDP's accurate and comprehensive data discovery and automated classification are the essential first steps for controlling the sprawl of sensitive data and

are vital to ensuring accurate and timely compliance with expanding privacy laws and regulations.

Find any sensitive data, in any location

Spirion's unique, and proprietary AnyFinds™ in combination with our sensitive data definitions are built-in for key data types. These proprietary technologies in addition to traditional keyword, dictionary, and RegEx scanning combine to provide the most accurate data discovery in the industry and are provided out of the box without the need for ML training.

The platform provides a flexible hybrid approach to data discovery and classification with both software-based agents for on-premises servers or endpoints and agentless scanning in the cloud for simplicity, scalability, and performance. Supported data locations include a wide range of databases, data lakes, file types, and cloud repositories such as Amazon S3 Buckets. Searching anywhere is one of the specialties of the platform, providing wide coverage scanning within extensive data file types including: Office, PDFs, text, personal storage files, and other unstructured data formats like images. All this technology combined provides the ability to identify what needs protecting all over the ecosystem to apply the necessary controls.



Modern scalable architecture

Spirion SDP's advanced, Kubernetes containerized microservices software architecture ensures high levels of scalability and performance, with a cloud-hosted console for configuration and management using an intuitive and efficient UI.



Modern Productive UI and Playbooks

Spirion SDP provides a modern User Interface (UI) with intuitive configuration tools like Playbooks. Wizards make it easy to step through even complex configuration steps. A real-time return of scan results allows quick tests of scheduled scans that run uninterrupted during off-peak hours. Playbooks use advanced interactive flowchart tools for a time efficient layout that allows for visualizing even the most complex sensitive data discovery, classification, and remediation workflows.

Advanced Dashboard and Flexible Analytics

Spirion SDP embeds Microsoft's Power BI engine for its advanced reports and dashboard visualizations, leveraging an enterprise-scale reporting and analytics engine already in use across the industry. Its dashboard provides both system-level overviews and an in-depth drill-down into sensitive data scan results to help organizations understand sensitive data within the context of their business.



Migrating from Sensitive Data Manager

Spirion SDP supports all of the use cases and data locations supported by Spirion's onpremises Sensitive Data Manager while providing cloud scalability and performance benefits, an improved UI and user experience, and faster time to value. Upgrading to

Spirion SDP is made easy with Spirion providing migration services, training, and support.

Spirion SDP is initially available as a secure SOC 2-compliant hosted solution on Microsoft Azure and will also be supported on Amazon AWS and private cloud or on-premises installations.

Secure the sensitive data at your enterprise with Spirion Sensitive Data Platform to apply the sensitive data controls and compliance that your organization needs.

Talk to a Spirion data security and compliance expert today: expert@spirion.com

Spirion has relentlessly solved real data protection problems since 2006 with accurate, contextual discovery of structured and unstructured data; purposeful classification; automated real-time risk remediation; and powerful analytics and dashboards to give organizations greater visibility into their most at-risk data and assets. Visit us at spirion.com

SPIRION IMPLEMENTATION SERVICES

CUSTOMIZED IMPLEMENTATION PACKAGE– PS-IMP-01



1. Overview

Proficiency and precision are necessary to effectively implement quality security solutions. To help you get the most out of the Spirion software (the “Products”), Spirion offers the following implementation services package (“Package”). This Package identifies some of the activities typically involved with the implementation of Products.

2. Deliverables and Responsibilities

2.1. Detailed Description of Services

Spirion employees, agents, and/or contractors (“Services Personnel”) will assist Customer with the performance of the following activities with respect to the Products in accordance with Spirion recommended engineering practices (“Services”): 2.1.1. Pre-Implementation

- Services kickoff call between Customer and Spirion Services Team to be scheduled within 7 days of order being processed
- Review scope of project
- Establish services schedule
- Confirm critical use cases
- Review technical requirements for implementation
- Confirm Customer’s designated Spirion Administrator and other team members

2.1.2. Standard Implementation

Services Personnel will assist the Customer with the implementation of the Product within one (1) Customer environment.

Installation

- Architectural consultation
- Console installation guidance/assistance
- Build agent deployment package(s)
- Install agent on one machine and test client/console communication

Configuration

- Import best practice policies
- Create and configure Discovery Team
- Interactive agent search testing
- AnyFind optimization
- Review available resources

2.1.3. Implementation Modules

Standard Implementation includes assistance with up to six (6) of the modules listed below. Additional modules can be added based on the Customer’s use case. For data stores, assistance includes configuration and testing of searches on a subset of each target repository in scope. The customer will

SPIRION – CUSTOMIZED IMPLEMENTATION PACKAGE – PS-IMP-01

be responsible for scaling these searches to full production. Each module includes scope limits specific to that target or activity.

Data Types (selected individually)

- Custom Simple Development/Optimization (up to 4)
- Custom Complex (1)

Target Types (selected individually)

- Windows Desktops (up to 10)
- Mac Desktops (up to 10)
- Linux Desktops (up to 10)
- Remote File Servers (1 DFS/NAS/server)
- Exchange (on-prem) (1 tenant, up to 10 accounts)
- Exchange (O365) (1 tenant, up to 10 accounts)
- SharePoint (on-prem) (1 site collection, up to 100 GB/sites)
- SharePoint (O365) (1 site collection, up to 100 GB/sites)
- Cloud Target (Box, DropBox, Google Drive, Google Mail) (1 target store, up to 10 accounts)
- Database (1 target, up to 10000 rows)

Custom Report Development (selected individually, may select multiple)

- Simple Custom Report (up to 4)
- Advanced Custom Report (1 up to 3 joined components)
- Deluxe Custom Report (requires DBE involvement, counts as two selections)

Workflows/Classification

- Creation and testing (up to 4)

Third-Party API/Integration Configuration

- Best Effort (up to 4 hours)

Consultation (e.g., one-on-one training or troubleshooting infrastructure)

- Up to 4, 1-hour sessions (subject to availability)

2.1.4. Functional Testing

Services Personnel will conduct post-implementation testing identified below in accordance with Spirion recommended engineering practices. A “Successful Implementation” will be determined by Services Personnel upon the occurrence, in Services Personnel’s reasonable discretion, of the items specified in “Functional Testing” attached hereto as Exhibit A including;

- Standard System and Architecture Overview
- System Navigation
- Discovery, Classification, and Remediation Policy Creation
- Basic Reporting
- Common Product issues and resolution

SPIRION – CUSTOMIZED IMPLEMENTATION PACKAGE – PS-IMP-01

- Relevant logs and debug options

Services Personnel will use commercially reasonable efforts to assist with the troubleshooting and correcting of obstacles identified during the Services. 2.1.5. Services Closure Meeting

- Service Personnel will conduct a Services closure meeting to review and confirm the Services have been completed and assist with the transition to Spirion Technical Support

Exhibit A: Functional Testing

Feature testing of the following will be limited to functional proof, typically involving either Yes/No or limited to two (2) elements of a particular attribute (for example: when running scans against target repositories and applying classification and remediation policies).

Standard Implementation	Result
Verify Spirion Console and Database installation	
Build agent deployment package(s)	
Verify Best Practice Policies imported	
Configure Test Search Policy	
Test Scanning (single agent)	
Build Discovery Team	
Verify Discovery Team Search	
Verify AnyFind Results	

Implementation Modules (as appropriate based on package selection)	Result
Build Custom Data Types	
Windows Desktops (up to 10)	
Mac Desktops (up to 10)	
Linux Desktops (up to 10)	
Windows Desktops (up to 10)	
Remote File Servers (1 DFS/NAS/server)	
Exchange (on-prem) (1 tenant, up to 10 accounts)	
Exchange (O365) (1 tenant, up to 10 accounts)	

SPIRION – CUSTOMIZED IMPLEMENTATION PACKAGE – PS-IMP-01

SharePoint (on-prem) (1 site collection, up to 100 GB/sites)	
SharePoint (O365) (1 site collection, up to 100 GB/sites)	
Cloud Target (Box, DropBox, Google Drive, Google Mail) (1 target store, up to 10 accounts)	
Database (1 target, up to 10000 rows)	

Implementation Modules (continued)	Result
Build Workflows (Classification and Remediation)	
Windows Desktops (up to 10)	
Mac Desktops (up to 10)	
Linux Desktops (up to 10)	
Windows Desktops (up to 10)	
Remote File Servers (1 DFS/NAS/server)	
Exchange (on-prem) (1 tenant, up to 10 accounts)	
Exchange (O365) (1 tenant, up to 10 accounts)	
SharePoint (on-prem) (1 site collection, up to 100 GB/sites)	
SharePoint (O365) (1 site collection, up to 100 GB/sites)	
Cloud Target (Box, DropBox, Google Drive, Google Mail) (1 target store, up to 10 accounts)	
Database (1 target, up to 10000 rows)	

Services Obligations of the Customer

Prior to the start of and throughout the Services, the Customer is required to have prepared resources as provided by the Services Personnel. Spirion requires an IIS Server, SQL Server, and Discovery Team Agent machines for implementation. Please review our technical and best practices guide for specific requirements. Service accounts are also needed for installation and authenticating to various target repositories to conduct scans. Details for the services accounts can be found in our Service Account Check List document. Both documents are available from your Customer Success Manager.

Additional pre-requisites include a list of the data types to be searched for, classification schema, and a remediation strategy if in scope.

Throughout the Services, the Customer will promptly provide all resources and licenses to Services Personnel to allow Services Personnel to deliver the Services.

Package Assumptions

- Services are delivered by remote delivery resources – No onsite delivery element.
- Services Personnel must receive a written cancellation notice at least twenty-four (24) hours prior to the start of any pre-scheduled Services
- Services will be provided during normal local business hours, Monday – Friday (e.g., 9:00am to 5:00pm)
- Services do not address any other products other than those licensed by Spirion to the Customer
- Services in this Package are limited and may not address all of the Customer’s unique requirements
- No High Level Design or Low Level Design documentation to be provided within this Package
- The Customer should not expect “ondemand” live support outside planned Services dates
- All scripts, tools, notes, know-how and procedures developed by Services Personnel as part of the Services will remain the property of Spirion
- Services Personnel will have no obligation to provide Services unless and until the Customer fulfills all of its Services Obligations
- The Customer’s current Support entitlement will be utilized for Product troubleshooting and escalation
- There is no report, memorandum, or other formal deliverable to be issued in connection with this Proposal.
- Spirion provides the Services “AS IS” and makes no warranties of any kind, express or implied
- Services will be performed in a professional manner, and Services Personnel will comply with all applicable laws in providing the Services
- Services must begin within 90 days of the Order or Subscriber forfeits the implementation Package
- Services must be completed within 6 months from the Order or 3 months from the first Services session following the Kickoff Call, whichever occurs first, or the Customer forfeits the implementation Package.
- The Customer’s assent to the Subscription Agreement constitutes acceptance of the above terms and conditions
- Any work or additional hours that, in Services Personnel’s reasonable discretion, exceed the scope of Services (including remote or onsite follow up work or troubleshooting unknown issues) will require a mutually agreed upon services contract
- Services and Deliverables within this Package are standard and non-negotiable

Terms & Conditions

- The Services in this implementation Package are provided pursuant to the Subscription Agreement.



Spirion Implementation and Training (SIT)

Description

The Spirion Implementation and Training (SIT) combines the best of online instructor-led training with Spirion Professional Services (PS) implementation assistance. Guided by the Spirion instructor, your Spirion administrator will learn the fundamentals of the application and have the chance to practice in a virtual lab. Then, Spirion PS will assist in designing and deploying your Spirion implementation.

Objectives

Classroom and Lab Objectives

Discover | Learn Spirion's best practices for developing, testing and executing searches against a variety of data repositories

Classify | Understand different methods of classifying your data and build your own custom classifications

Remediate | Practice quarantining, redacting, and shredding sensitive data in a safe lab environment

Production Implementation Objectives

Guide | Step-by-step assistance setting up and configuring Spirion in your company's unique environment

Discover | Assist your Spirion administrators with configuring, testing and fine-tuning search criteria against your data repositories

Report | Learn how to review search results, confirm accuracy of search criteria, and use reports effectively to demonstrate progress

Approach

Our online instructor-led course provides both live instruction and hands-on exercises to develop the skills needed to successfully implement Spirion.

After your Spirion administrator completes the course, Spirion PS will work with your Spirion administrator to apply their new skills to your environment

Timing

Instructor-Led Training – Our live, remote, instructor-led course takes place over 4 consecutive days. The instruction part of the course can last up to 4 hours, with follow-on assignments for participants to complete in a provided virtual lab environment. The instructor will review exercises with participants at the beginning of each class and be available for assistance after the instructor-led portion to assist with the homework assignments.

Implementation – The implementation phase will begin following the completion of the instructor-led course.

Talk to a Spirion data security and compliance expert today: expert@spirion.com

Spirion is the leader in data discovery, persistent classification, and protection of sensitive data on-premise and in the cloud. Since 2006, thousands of organizations worldwide have reduced their sensitive data footprint and proactively minimized the risks, costs and reputational damage of successful cyberattacks. Spirion provides greater command and control of sensitive data to leading firms across all industries from financial services to healthcare to public sector. Visit us at spirion.com



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and _____, Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC’s compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties’ duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

SPIRION LLC



 (Signature)

Paul Williams, Chief Procurement Officer
 (Printed Name, Title)

August 10, 2021

 (Date)

(Supplier Name)


 (Signature)

Tom Palomaki

 (Printed Name, Title)

11/4/2021

 (Date)

Attachment B to Purchase Agreement #
Customer Support Services and Service Level Agreement

A. Support and Maintenance

1. As long as Customer continues to pay its Annual Subscription Fee, Spirion will provide maintenance, support, new releases and product upgrades to the products set forth in the applicable Quote.
2. Spirion will conduct regular maintenance. Spirion's standard maintenance window will be 9 AM to 6 PM ET Monday to Saturday. In the event maintenance is required outside the normal maintenance hours, Spirion will provide Customer with 24 hours' notice of the maintenance window.
3. All new releases and product updates made generally available to other Spirion customers using the System will be installed and configured as necessary during the term of this Agreement by Spirion. Customizations, product upgrades, or enhancements specifically tailored to Customer may be provided for an additional fee as set forth in an Order Form. Determination of whether specific modifications are customizations, upgrades, or enhancements will be made solely and exclusively by Spirion.
4. There will be no reductions in the functionality set forth in any Documentation unless the parties mutually agree otherwise.
5. Customer support is provided Monday through Friday from 9AM to 6PM ET, except during U.S. national holidays. Customer may request support by entering a support ticket with all technical user queries or issues on the Spirion Customer Success Center portal at <https://myguide.spirion.com/>. Customer should include contact information and a detailed description of the issue in the ticket. A support representative will respond with either a resolution or workaround, either by email or phone, as warranted by the ticket, within a 24-hour period. In the event that an issue is not resolved within the 24-hour period, Customer should promptly contact Spirion.

B. Service Levels

1. *Definitions.*
 - a. **"Availability"** means (total uptime minutes of the System in the month / (total minutes in month – total Maintenance minutes - any Excused Downtime minutes)) x 100, where Maintenance minutes equals the time taken for regular maintenance as defined in A.2.
 - b. **"Defect"** means any failure of the System to conform to the Documentation;

- c. **“Excused Downtime”** means the total minutes in the month during which the System was not available due to (a) any negligent or wrongful act or omission by Customer or its users; (b) any negligent or wrongful act or omission by Third-Party Vendors; or (c) any force majeure events or disruption in public internet access.
 - d. **“Severity Level 1 (Critical Impact)”** means a Defect resulting in the loss of service, or critical business functions with no possible bypass, recovery, or other Workaround. All Severity Level definitions and assignments are determined solely by Spirion. For a Severity Level 1 problem, a Defect must severely impact production to a point where work cannot continue until the problem is resolved. If resolution requires a software fix, it may be delivered outside of the normal release cycle for issues that cannot be resolved or worked around until the next release is deployed;
 - e. **“Severity Level 2 (Major Impact)”** means a Defect where production is significantly impacted or degraded. For a Severity Level 2 problem, the Software is impaired, but Customer can perform critical business functions and no data is being corrupted. If resolution requires a software fix, it may be delivered outside of the normal release cycle for issues that cannot be resolved or worked around until the next release is deployed;
 - f. **“Severity Level 3 (Minor Impact)”** means any Defect (i) that does not fall into the categories of Severity Level 1 or Severity Level 2 problems, or (ii) that was previously categorized as a Severity Level 1 or Severity Level 2 problem, or still exists as a result of such problems, but for which Spirion provided an acceptable Workaround. If resolution requires a software fix, such resolutions will be addressed in a generally-available release. The scheduling of software fixes and releases will be determined by Spirion; and
 - g. **“Workaround”** means a temporary or permanent solution to a Defect that allows the Software to regain functionality in accordance with the Documentation, or reduces the severity of the Defect.
2. Spirion, with Customer's reasonable assistance, will work diligently to resolve each Severity Level 1 problem or implement an acceptable Workaround within twenty-four (24) clock hours after Spirion receives notice of such problem.
 3. Spirion, with Customer's reasonable assistance, will work diligently to resolve each Severity Level 2 problem or implement an acceptable Workaround within forty-eight (48) clock hours after Spirion receives notice of such problem.
 4. Spirion will resolve Severity Level 3 problems or implement an acceptable Workaround in a future generally available release or otherwise upon a schedule determined by Spirion.

5. Spirion will ensure an Availability of the Software of 99%, twenty-four (24) hours per day, seven (7) days per week, including all legal holidays during the Term of the Agreement.
6. If Spirion fails to comply with the provisions of Sections B.2, B.3 or B.5 above (relating to Severity Level 1 and Severity Level 2 problems and Availability failures) more than three (3) times in a single calendar month, Spirion will refund to Customer an amount equal to one-twelfth (1/12) of the annual License Fee, but only to the extent Customer paid Spirion such License Fees pursuant to the most recent quarterly invoice which was due and payable. The remedies set forth in this Section B.6 constitute Customer's sole and exclusive remedies for any breach of or noncompliance with the service level agreements set forth in this Section B.

C. Service Level Exceptions

7. Spirion will not be responsible for failure to meet any SLA metric to the extent that the failure is affected or caused in whole or in part by (a) Customer's failure to perform its material obligations, as set forth in a binding agreement in place, or (b) any other cause beyond Spirion Control. The period of time that services are interrupted due to the conditions listed below will be excluded from SLA performance calculations for relevant cases:
 - a. Customer's failure to meet its obligations set forth in this SOW or the Agreement for the applicable Service;
 - b. Problems resulting from components (eg: hardware, software, network, maintenance) for which Customer or any other party is responsible.
 - c. Problems caused by the actions or inactions of Customer's personnel, other third party providers to Customer, or Customer's infrastructure, including, but not limited to, misconduct, negligent acts or omissions, inaccurate or incomplete information, or any unauthorized modifications made to any managed hardware or software devices by Customer or any of its agents, employees, contractors, consultants, end users, or any other third parties acting on behalf of Customer.
 - d. Customer's material impediment of Spirion's efforts to meet the SLAs.
 - e. Scheduled maintenance, alteration, or implementation.
 - f. Customer tool latency issues or planned or unplanned outages.
 - g. Software manufacturer "bug" related problems requiring third-party involvement.
 - h. Data restoration.
 - i. Virus attacks to the extent unrelated to the fault or negligence of Spirion.
 - j. Customer provision of inaccurate or incomplete information or failure to provide previously agreed upon required information.
 - k. Customer's prioritization of available Spirion resources.
 - l. All Hands on Deck type of incidents, defined as events where all or a substantial portion of Spirion staff is required to handle a Customer emergency issue.
 - m. Any transport or appliance faults.



News and Announcements
Here you will find Spirion Support News, Product Announcements, Release Notes, and FAQs.

Knowledge Base
Learn a skill, How To Guides for Search Locations, Troubleshooting, and More...

Implementing Spirion
This section will help new customers, customers in implementation or, wishing to refresh Spirion.

Promoted articles

FAQ: Searching MYSQL Connector That Requires TLS 1.2

FAQ: Big Sur showing an Error that the Endpoint Service is Damaged

Notice: Deprecation of TLS 1.0 and 1.1 for SMTPS

FAQ: JAMF Deployments Causing an Error

FAQ: Big Sur Support

How Do I Send a Feature Request to Spirion?

How To View/Update Existing Spirion Tickets

Links to User Guides, Documentation, and Feedback

Test/Sample Data

Release Notes

Console Release Notes

Windows Client - Endpoint Release Notes

Mac Client - Endpoint Release Notes

Linux Client - Endpoint Release Notes

News and Announcements

Here you will find Spirion Support News, Product Announcements, Release Notes, and FAQs.

Hot Topics

- FAQ: Big Sur Support
- How Do I Send a Feature Request to Spirion?
- Working From Home Frequently Asked Questions

Support News and Announcements

- Notice: Deprecation of TLS 1.0 and 1.1 for SMTPS
- How To View/Update Existing Spirion Tickets
- 11.8 Releases
- 11.7.1 Release Announcement
- 11.5 Releases
- 11.4 Releases
- See all 9 articles

Using Support

What Issues are Covered by Support?

Spirion's support department generally handles three types of issues :

- **Break/Fix - [Contact Support](#)** when your console and or endpoint are not behaving in ways that are expected. I.E. cannot log in to the console, searches are not being distributed, endpoints are not communicating ect. When a ticket is opened with support please provide a [gathered data](#) so that support may assist you in a timely fashion.
- **Defects - [Contact Support](#)** after it has been confirmed that a setting is configured as per the documentation but the application is not performing as described. Also, if a replicable bug is identified, Spirion generates an error report, or the operating system reports a crash. And also, when using Spirion for its intended purpose and it stops responding for a long period of time or unexpectedly closes without generating errors.
- **Incorrect/Missing Documentation - [Contact Support](#)** when the specific steps as detailed in existing documentation have been followed exactly, but the application is not performing as described. Additionally, if documentation for a feature or function does not exist, please let us know where the information was expected so that our documentation team may create the necessary content in a location intuitive for our customers.

In the cases above, please open a support ticket and provide as much relevant information as possible such as the exact configuration and steps performed including any application log files. If there is a relevant KB article, please detail what occurred after the documented resolution was attempted so that our support team can provide timely and effective responses.

Support Hours

Support Analysts are available from 8 am to 6 pm (EST/EDT) M - F excluding holidays.

Support Response Times

Our support engineers are among the fastest in the industry with approximately 60 percent of tickets responded to within an hour. Generally, you can expect a response from the support engineers within four hours during the support hours posted above. On very rare occasions it may take longer to respond to your ticket. Please wait up to 24 hours (1 business day) before contacting Support about the same issue.

Premium Support Offerings

Spirion also offers additional Premium Support Offerings if customers need more guided and/or direct access to a Support Analyst. The following is a list of Premium Offerings. Please contact your Customer Success Manager to receive more information about these offerings.

Premium Support/ Technical Account Manager (TAM)

- Named and Dedicated Technical Account Manager (TAM)
- Personalized Assistance and Support that knows you and your organization
- Faster Response times
- Shorter time to resolution for configuration issues
- Escalated and Prioritized Support
- Proactive and tailored environmental reviews
- No Support Tickets, TAM handles Support tickets for you
- Low Customer/TAM ratio ensures questions are answered quickly
- Be the first to know about new releases, new features, interesting webinars, and more
- A regular scheduled weekly session with your TAM if desired
- Assistance with all aspects of your Spirion deployment to ensure maximum utilization and maximum ROI
- Direct access to Product Managers
- Direct access to on-staff compliance and legal experts (Assistance limited to 2 hours per year. Additional work to be scoped and charged separately)

Designated Support Analyst

- Support Tickets always route to same Support Engineer
- Personalized Assistance from a Support Engineer who knows your organization
- Bi-Annual Health Check (2) with Professional Services
- Can be combined with Inbound Phone Support

Inbound Phone Support

- US Based Spirion Engineers
- Non-Published, Limited Access, Direct Dial phone support
- Bypass the Support ticket queue and go to the head of the line
- Fast answers to your questions and real-time solutions to your problems
- Can be combined with Designated Support Engineer

Contacting Professional Services

When to contact Professional Services

If assistance is required when configuring or deploying Spirion specifically for your environment, first explore the product documentation and attempt to configure the product without additional assistance. While we do offer Professional Services for a fee, most customers have been able to answer their questions by visiting the Support Portal and [reviewing on-line help](#), [searching KB articles](#), and/or [reading existing documentation](#).

To contact the Professional Services team, please contact your Customer Success Manager. Your Customer Success Manager is the person assigned to manage your account at the time you signed up with Spirion. The purchaser within your organization has the contact information for the appropriate Spirion Customer Success Manager. If you are unable to obtain the proper contact information for your account representative, please contact Support and they will be happy to assist.

The following assistance is not covered by Support but can be covered by Professional Services

- **Configuration Questions** - All of the application settings and configuration scenarios are documented. Questions about the existence of a setting to perform a particular function, details for each specific setting, and the available methods by which to configure settings can be located by searching our [documentation](#) and [KB articles](#). If you require assistance determining the appropriate settings for your requirements or need a review of your settings, please contact Professional Services.
- **Usage Questions** - Training is not generally required on using our applications but, to speed up the learning curve, we do offer professional services to answer questions specific to your environment. Before engaging professional services, please search the [on-line help](#) and let us know if there are ways to improve the documentation and thereby further reduce the need for our customers to acquire training. If you require training on Client or Console applications, please contact Professional Services.
- **Report Writing** - Report Writing is generally not covered by Support but handled by professional services. If you need a custom report please provide a general mockup of what it is you are hoping to achieve with the report when contacting Professional Services.
- **Custom Sensitive Data Definitions (SSD)** - Custom Sensitive Data Definitions can be created with the help of a Professional Services Consultant who understands your use case.
- **Deployment Assistance** - Detailed [documentation](#) exists to create client installers for deployment. If you run into problems, you can follow the documented troubleshooting steps or resolve issues by contacting Windows or Mac administrators or installation/deployment experts within your organization. If you are unable to create a deployment package or need a review of your configuration, please contact Professional Services.

Premium Professional Services Offerings

Classification and Remediation Consulting

- A Spirion Professional Services Engineer and Spirion legal and compliance expert will work with your internal team to develop a classification schema and recommended remediation strategy.
- Spirion's Professional Services Engineer will then work with the organization's Spirion team to configure and implement the classification schema and remediation strategy.

Privacy Risk Profile

- Two Options – On-site or Remote engagement with a Spirion Professional Services Engineer
- All on-prem workstations will be in scope and searched
- Spirion will search up to 450 GB of file server data

- Data volume can be increased for an additional fee

- Data discovery will be limited to Credit Cards, Formatted Social Security Numbers, Passports, Bank Accounts, and Passwords
- The organization will be provided with detailed reports of what data was found, where it was found, the amount of data discovered on the different systems, and more
- Spirion will provide detailed descriptions of scans performed to assist an organization with auditing and compliance
- Typical engagements involve three or four days on-site or remote

Advanced Privacy Risk Assessment

- Two Options – Remote only or hybrid on-site/remote engagement with a Spirion Professional Services Engineer
- For On-Site engagement, A Spirion Professional Services Engineer will be on-site for Kick-off, installation, configuration, and initial test scans
- Spirion Engineer will work with the organization's staff to remotely oversee and manage the searching activities
- All on-prem and VPN connected workstations will be in scope and searched
- Spirion will search up to 7 TB of unstructured data utilizing Discovery Teams
- Data discovery will include Spirion's AnyFinds and custom customer defined search criteria developed with the Spirion Engineer
- The organization will be provided with detailed reports of what data was found, where it was found, the amount of data discovered on the different systems, and more
- Spirion will provide detailed descriptions of scans performed to assist the organization with auditing and compliance
- SoW based engagement



Recent activity

- FAQs
FAQ: Searching MYSQL Connector That Requires TLS 1.2 Article created 9 hours ago 
- Installing, Upgrading, or Deploying
Spinix Installation Check List Article created 10 days ago 
- Troubleshooting
Steps to building a successful connection string for a PostGRES DB Article created 10 days ago 

Attachment C to Purchase Agreement #2021003177

Spirion Software As A Service License Terms

1. SERVICES.

1.1 Access and Use. Subject to the terms and conditions of this Agreement, including, but not limited to, payment by Customer of the applicable fees set forth on Customer issues Purchase Order Spirion grants to Customer a limited, non-exclusive, non-transferable license to remotely access and use the Services that are located on the Spirion Server in accordance with the terms of this Agreement for the length of the Term solely for Customer's internal business purposes. Use of the Services is limited to Authorized Users. Use of the Services is limited to the number of users designated in the Order Form. Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the Services.

1.2 Documentation License. Spirion hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

1.3 Third-Party Vendors. Spirion acknowledges and agrees that Customer may use certain third-party vendors for purposes of performing some of Customer's internal business processes ("Third-Party Vendors"). Spirion authorizes Customer to allow its Third-Party Vendors (other than Spirion's direct competitors) to access and use the Services subject to the terms and conditions of this Agreement solely for Customer's internal business processing services, subject to the following conditions: (i) Customer agrees to be fully responsible and liable for all use of the Services by its Third-Party Vendors; (ii) Customer will ensure compliance by its Third-Party Vendors of the terms and conditions of this Agreement, including without limitation, Section 4 of this Agreement (Confidential Information); (iii) Customer will formally notify Spirion of any such Third-Party Vendors and will ensure that each such Third-Party Vendor uses its own unique password as detailed in Section 2 below; and (iv) upon termination of its relationship with such Third-Party Vendors or of this Agreement, Customer will ensure that all access to the Services by such Third-Party Vendors ceases immediately.

1.3 Limitations. Unless otherwise expressly authorized in this Agreement, Customer will not, and will ensure that its users will not: (i) modify, adapt, alter, translate, or create Derivative Works from the Documentation (other than providing Spirion with suggestions on improving the Services); (ii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the Services (or any part thereof), or any other associated products and services, to any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the Services (or any part thereof); (iv) use the Services (or any part thereof) to provide similar services to third parties, or permit third parties to use the Services (or any part thereof) (v) use the Services (or any part thereof) to develop a product line that is similar to the Services or Services or to develop competitive analyses or benchmarking of Spirion's products and services; (vi) otherwise use the Services or copy the Documentation except as expressly allowed under this Agreement; or (vii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the Services (or any part thereof).

1.4 Proprietary Rights. As between the parties, and subject to the terms and conditions of this Agreement, Spirion and its third-party suppliers will retain ownership of all Intellectual Property Rights in the Services, and any and all Derivative Works made to the Services or any part thereof, (“**Spirion Proprietary Technology**”). Customer acquires no rights to Spirion Proprietary Technology except for the licensed interests granted under this Agreement or any SOW. Customer acknowledges and agrees that Spirion may use, without restriction, all suggestions, improvements and ideas concerning any part of the Services or Intellectual Property Rights therein that may be communicated to Spirion by Customer. Customer agrees to inform Spirion immediately of any infringement or other improper action with respect to Spirion’s Confidential Information, the Services or the Intellectual Property Rights therein that comes to Customer’s attention. Customer acknowledges and agrees that Spirion owns all Resultant Data, and may use it for product development purposes.

2. CUSTOMER ACCESS.

2.1 Customer’s Obligations. Spirion will provide Customer with Access Credentials. Customer will ensure that each user is given their own individual user ID and password, which may not be shared with another individual for any reason. Customer is entirely responsible for maintaining the confidentiality of such passwords and of its accounts. Customer is responsible for all access to and use of the Services through Customer's Access Credentials.

2.2 Unauthorized Access. Spirion is not responsible for any unauthorized access and/or use by any third party who independently gains access to Customer Data, provided that such access is not caused or contributed to by Spirion. Spirion will have no liability for any loss or damage arising from Customer’s failure to comply with the provisions of Section 2.1 and 2.2.

3 CUSTOMER DATA AND SECURITY.

3.1 Customer Data Generally. Customer is the sole and exclusive owner of all Customer Data and all Intellectual Property Rights in the Customer Data. Customer Data may include Personally identifiable information (“**PII**”). In the event Customer provides Spirion with PII, the terms of the UC Appendix Data Security and Privacy set forth in Section 14, Incorporated Documents part c) will apply in addition to this Section 3. Customer assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its Customer Data prior to and during the transmission or transfer of its Customer Data to Spirion

3.2 Customer Information Security Protocols.

Customer has and will retain sole responsibility for: (a) all Customer Data, including permissions to collect, store, process, and transfer Personal Data to Spirion; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer’s and its Authorized Users’ Access Credentials; and (e) all access to and use of the Services and Spirion Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users’ Access Credentials, with or without Customer’s knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

3.3 Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. SPIRION HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS,

ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

4 PROFESSIONAL SERVICES.

4.1 Professional Services Generally. Spirion will provide Customer any of the following Professional Services: implementation, training, support and maintenance in excess of that provided under Section 6, Support, and transitional services, subject to a Statement of Work, Attachment A to this Purchase Agreement

4.2 Work Product. Any work product of the Professional Services shall remain the property of Spirion, and shall be licensed to Customer at no additional cost for its use exclusively in connection with the Services and for no other purpose.

Attachment D to Purchase Agreement #2021003177

Software License Terms

1. **The Software and Data.** The Parties agree and understand that the Spirion Software is a tool to discover, segregate, and encrypt certain data on Licensee Devices per Licensee's instructions. The Software is to be installed and maintained on-premises on Licensee's computer systems. The Licensee decides which types of Licensee Data it wishes to discover on its devices, for example, credit card numbers. The Software does not transmit Licensee Data to Spirion.

2. **Definitions.**

"Device" means an electronic device owned or leased by Licensee or an Employee which is capable of executing the Software program.

"Defect" means the failure of the Software to substantially conform to the Documentation, when such failure can be reproduced and documented by Spirion.

"Documentation" means product user guides (at URL: www.spirion.com/support/user-guides) relating to the Software that Spirion provides or makes available to Licensee which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software.

"Employee" or means an employee or authorized contractor of the Licensee whose job functions require the individual to access or store data on one or more Devices.

"Intellectual Property Rights" means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, service marks, trademarks, domain names, trade dress, know-how, moral rights, code (executable, object and other) and related and similar rights under the laws of any applicable governmental authority or international treaty, including but not limited to all applications and registrations relating to the foregoing.

License Types:

"Lifetime License" means a license to use the use the current version of the Software and Documentation in perpetuity. The Lifetime License does not include Maintenance or Support, but Licensee may purchase Maintenance and Support on an annual basis.

"Annual License" means a license to use the Software and Documentation for a Term of one year. It includes any Maintenance Releases released during the Term and Support.

"Licensee Data" means any data stored on Devices, not including Usage Data.

"License Quote" means the Spirion document presented to Licensee that lists the Term, fees, licensed Software, and any Maintenance and Support.

"Licensed Product(s)" means the licensed Software and related Documentation.

"Maintenance Release" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Spirion may make available to Licensee from time to time during the Term, which may contain, among other things, bug fixes, error corrections, enhancements, improvements, or other

changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version.

“**New Version**” means any new version of the Software that Spirion may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Spirion’s designation of a new version number), and which Spirion may make available to Licensee at an additional cost under a separate written agreement.

“**Permitted Use**” means the use of the Licensed Products by Licensee on its own computer systems for the purpose of discovering sensitive data contained in Licensee Data.

“**Software**” means the executable, object code version of the computer software program(s) identified on a License Quote, and all Maintenance Releases to it made available by Spirion to Licensee during the Term.

“**Supported Platforms**” means the operating systems that Spirion provides Support for.

“**Term**” means the time period of the License as stated on the License Quote or other Addendum.

“**Usage Data**” means records of how Licensee is using the Software.

3. License.

3.1 License Grant. Subject to and conditioned on Licensee’s payment of fees and compliance with all other terms and conditions of this Agreement, Spirion hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Licensed Products solely for the Permitted Use during the Term.

3.2 Third Party Licenses. The Licensed Products may include software products licensed from third parties. Such third parties have no obligations or liability to Licensee under this Agreement. Specific third-party license terms applying to portions of the Licensed Products are set forth at the following URL: www.spirion.com/Company/ThirdPartyLicensing and are hereby incorporated by reference.

3.3 License Restrictions. Except as this Agreement expressly permits, Licensee shall not, and shall not permit any other person or entity to:

- (a) copy the Software, in whole or in part;
- (b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party;
- (d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation;
- (g) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person or entity, or that violates any applicable Law;

(h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Spirion's detriment or commercial disadvantage; or

(i) use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage.

3.4 Licensee may use the Software to search the data only on the Devices of the number of Employees authorized by this Agreement. If an Employee leaves the employment of or engagement with the Licensee, Licensee may reallocate the use of the Software to include another Employee.

4 License Compliance Measures; Audit Rights and Remedies.

4.1 The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software. Licensee shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 -Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), is requesting proposals for IT Security Tools. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“**Master Agreement**”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“**Public Agencies**”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing , Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately__ million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier.
 - i. Following is a link to our most current information regarding Spirion and our solutions. <https://www.spirion.com/company/>
- B. Total number and location of sales persons employed by Supplier.
 - i. We have approximately 120 employees.
 - ii. Corporate headquarters is located in St Petersburg, FL
- C. Number and location of support centers (if applicable) and location of corporate office.
 - i. Support center is located at the corporate headquarters in St Petersburg, FL
- D. Annual sales for the three previous fiscal years.
 - i. Spirion is a privately held LLC by Riverside Company (riversidecompany.com). The Riverside Company is a growth equity firm with over \$9 billion in assets under management. Spirion has been incorporated since 2001 and is an industry leader in the data discovery and automated classification space.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

E. Submit FEIN and Dunn & Bradstreet report.

- i. FEIN 13-4183707
- ii. Dunn # 80-121-3609

F. Describe any green or environmental initiatives or policies.

- i. Policies are updated regularly. As a software solution we maintain a small footprint.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

- i. Spirion believes in helping clients manage data security and compliance initiatives together with partners. We are the leader in data discovery, classification, and privacy for organizations of all types and sizes, helping to transform the biggest threat to an organization's security: the mass proliferation of sensitive data. Our company has enjoyed exponential growth year over year and partnership with us can help prospective partners unlock new revenue streams

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

- i. n/a

I. Describe how supplier differentiates itself from its competitors.

- i. Spirion's approach to data discovery includes our patented Privacy Grade technology. Additional details are included with the RFP response.
- ii. The Spirion platform accurately discovers structured and unstructured sensitive data across campuses — from the network to the cloud — including students' personally identifiable data (PII), protected health information (PHI), and credit card numbers. It classifies data according to compliance regulations and campus rules. And it integrates with schools' preferred security apps to lock down data protection.
- iii. Spirion empowers higher education institutions with full data visibility, so they can determine strategic protections and actions, and monitor progress without burdening their IT staff or risking human error. This fortifies sensitive data protection — and ensures that data is given the right protections, while providing the flexibility that allows admins to perform critical data-centric operations.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

i. n/a

K. Felony Conviction Notice: Indicate if the supplier

i. n/a

b. is a publicly held corporation and this reporting requirement is not applicable;

c. is not owned or operated by anyone who has been convicted of a felony; or

d. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

i. n/a

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

i. Here is a link that provides current product and services information <https://www.spirion.com/products/data-privacy-manager/>

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

i. Software is delivered electronically, and services are provided remotely.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

i. All entities that fall into the category of SLED businesses run through the Spirion SLED team who monitors for appropriate contract uses and pricing. It is that team who will ensure the best possible pricing is applied based on contract eligibility.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

i. n/a

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

i. n/a

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- iii. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - iv. Creation and distribution of a co-branded press release to trade publications
 - v. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - vi. Design, publication and distribution of co-branded marketing materials within first 90 days
 - vii. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - viii. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - ix. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - x. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - xi. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Spirion will work with our marketing and executive team to ensure we provide a sales process and motion that best leverages the new relationship enabling us to work together and provide a Privacy Grade solution.

In today's ever-changing higher education institutions, it's difficult to know where sensitive student and staff data resides. This makes it even more difficult to take the right security precautions necessary to protect their data — which creates high risk for universities and colleges. Spirion delivers a platform that executes data compliance and security smarter.

From HIPAA to PCI, higher education institutions must comply with multiple data security regulations to protect an ever-expanding body of student and staff sensitive data. A Spirion-first approach makes it easy to proactively protect their sensitive data with persistent data discovery, classification, and protection.

B. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- i. Our SLED team will review all pending opportunities to ensure we are able to leverage the OMNIA partners purchasing vehicle including current maintenance and subscription clients.

C. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- i. Acknowledged

D. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive
 - a. Confirmed

E. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts
 - a. Confirmed

F. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

- i. Initially all communication will go through the SLED POD Lead. A dedicated email alias will be created to allow for easy capture of communication.
- ii. Marla Santino
- iii. Marla.santino@spirion.com
- iv. (503)522-5453

G. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

- i. The SLED team has a leader who covers Enterprise level accounts. Additionally, there are mid-market representatives, Customer success managers for post sales activities.

H. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

- i. In conjunction with our channel and marketing team, Spirion will work closely to align opportunities with our Omnia partners.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- i. team will be assigned to help develop and monitor the ongoing effort of the agreement.

J.

- i. As a privately held company this information is not public however we can provide references upon approval to proceed to the next step of

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

the award process. References are being provided as part of the RFP associated with this agreement.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- i. Spirion has the systems in place to receive and process orders as needed for this agreement

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Spirion is open to review and discuss the minimum dollar transaction through the agreement once approved to proceed to the next step in the process.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

We will review each of these options when faced with a solicitation outside of this agreement including a reference back to this partnership with OMNIA.

SOFTWARE AS A SERVICE AGREEMENT

TERM AND CONDITIONS

These terms and conditions (“Terms and Conditions”) govern all orders signed by Customer (each an “Order”) for use of Spirion’s Services (as defined in the Definitions). Each Order and these Terms and Conditions together constitute the Software as a Service Agreement (“**Agreement**”) between Spirion, LLC, a Delaware limited liability company with offices located at 200 Central Ave., Suite 1900, St. Petersburg, FL 33701 (“**Spirion**”) and the customer identified on the Order Form (“**Customer**”). The **Effective Date** of this Agreement is the date specified on the Order Form.

Schedule A: Definitions

Schedule B: Initial Order Form

Schedule C: Customer Support Services and SLAs

Schedule D: Data Protection Addendum

Schedule E: Professional Services SOW

The parties hereby cause this Agreement to be executed by their respective duly authorized representatives effective as of the Effective Date.

Accepted and Agreed:

[Customer's Legal Entity]

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

Spirion, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Email: _____

1. SERVICES.

1.1 Access and Use. Subject to the terms and conditions of this Agreement, including, but not limited to, payment by Customer of the applicable fees set forth on the Order Form, Spirion grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 13.4 of the Terms and Conditions) license to remotely access and use the Services that are located on the Spirion Server in accordance with the terms of this Agreement for the length of the Term solely for Customer's internal business purposes. Use of the Services is limited to Authorized Users. Use of the Services is limited to the number of users designated in the Order Form. Customer will establish and maintain, at its own expense, all telecommunications equipment and access lines necessary to gain access to the Services.

1.2 Documentation License. Spirion hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as permitted under Section 13.4 of the Terms and Conditions) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

1.3 Third-Party Vendors. Spirion acknowledges and agrees that Customer may use certain third-party vendors for purposes of performing some of Customer's internal business processes ("**Third-Party Vendors**"). Spirion authorizes Customer to allow its Third-Party Vendors (other than Spirion's direct competitors) to access and use the Services subject to the terms and conditions of this Agreement solely for Customer's internal business processing services, subject to the following conditions: (i) Customer agrees to be fully responsible and liable for all use of the Services by its Third-Party Vendors; (ii) Customer will ensure compliance by its Third-Party Vendors of the terms and conditions of this Agreement, including without limitation, Section 4 of this Agreement (Confidential Information); (iii) Customer will formally notify Spirion of any such Third-Party Vendors and will ensure that each such Third-Party Vendor uses its own unique password as detailed in Section 2 below; and (iv) upon termination of its relationship with such Third-Party Vendors or of this Agreement, Customer will ensure

that all access to the Services by such Third-Party Vendors ceases immediately.

1.3 Limitations. Unless otherwise expressly authorized in this Agreement, Customer will not, and will ensure that its users will not: (i) modify, adapt, alter, translate, or create Derivative Works from the Documentation (other than providing Spirion with suggestions on improving the Services); (ii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the Services (or any part thereof), or any other associated products and services, to any third party; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the Services (or any part thereof); (iv) use the Services (or any part thereof) to provide similar services to third parties, or permit third parties to use the Services (or any part thereof) (v) use the Services (or any part thereof) to develop a product line that is similar to the Services or Services or to develop competitive analyses or benchmarking of Spirion's products and services; (vi) otherwise use the Services or copy the Documentation except as expressly allowed under this Agreement; or (vii) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the Services (or any part thereof).

1.4 Proprietary Rights. As between the parties, and subject to the terms and conditions of this Agreement, Spirion and its third-party suppliers will retain ownership of all Intellectual Property Rights in the Services, and any and all Derivative Works made to the Services or any part thereof, ("**Spirion Proprietary Technology**"). Customer acquires no rights to Spirion Proprietary Technology except for the licensed interests granted under this Agreement or any SOW. Customer acknowledges and agrees that Spirion may use, without restriction, all suggestions, improvements and ideas concerning any part of the Services or Intellectual Property Rights therein that may be communicated to Spirion by Customer. Customer agrees to inform Spirion immediately of any infringement or other improper action with respect to Spirion's Confidential Information, the Services or the Intellectual Property Rights therein that comes to Customer's attention.

Customer acknowledges and agrees that Spirion owns all Resultant Data, and may use it for product development purposes.

1.5 Rights Reserved. Except as set forth in this Agreement, no right or implied license, or right of any kind, is granted to Customer or to any other person or entity with regard to the Services or any part thereof. Nothing in this Agreement confers upon either party any right to use the other party's trade names and trademarks, except for the permitted license use in accordance with this Agreement. All use of such marks by either party will inure to the benefit of the owner of such marks, the use of which will be subject to specifications controlled by the owner.

2. CUSTOMER ACCESS.

2.1 Customer's Obligations. Spirion will provide Customer with Access Credentials. Customer will ensure that each user is given their own individual user ID and password, which may not be shared with another individual for any reason. Customer is entirely responsible for maintaining the confidentiality of such passwords and of its accounts. Customer is responsible for all access to and use of the Services through Customer's Access Credentials.

2.2 Unauthorized Access. Spirion is not responsible for any unauthorized access and/or use by any third party who independently gains access to Customer Data, provided that such access is not caused or contributed to by Spirion. Customer will notify Spirion promptly of any unauthorized use of any user accounts or of any other breach of security occurring as a result of any activities of any of Customer's users or of any vulnerabilities that Customer believes are contained in or caused by the Services such that Spirion may take or recommend appropriate remedial measures. Spirion will have no liability for any loss or damage arising from Customer's failure to comply with the provisions of Section 2.1 and 2.2.

3. FEES AND PAYMENT TERMS.

3.1 Payments. Customer will pay to Spirion all fees due to Spirion under this Agreement in U.S. dollars (collectively "**Fees**"). Unless otherwise set forth in this Agreement, all Fees will be due within thirty (30) days after the date of the invoice for same. All Fees

payable under this Agreement are fully earned, non-cancelable and the sums paid are non-refundable. If any amounts are withheld by Customer in good faith, Customer will, within fifteen (15) days from receipt of invoice ("**Dispute Period**"), provide Spirion a reasonably detailed written explanation of the nature of the dispute, which explanation will set forth the dollar amounts withheld and the reasons for withholding such amounts. If Customer does not dispute the applicable invoice during the Dispute Period, any such dispute will be deemed waived. For clarity, Customer remains obligated to pay Spirion for all portions of the applicable invoice that are not under reasonable and good faith dispute.

3.2 Excess Usage. If, during any thirty (30) day period, Customer uses in excess of the processing agents or storage listed in the Order Form, Spirion shall notify Customer that its use is exceeding the such amount(s). After such notice, Spirion has the right to cap and limit the usage or charge for such overage for the remainder of the Term.

3.3 Overdue Accounts. A late fee may be charged by Spirion on all undisputed Fees and Expenses not paid to Spirion by Customer within thirty (30) days after receipt of the invoice for same at the lesser of the maximum amount chargeable by law or one and one-half percent (1½%) per month commencing with the date payment was due. Customer will be liable for all costs of collection of such undisputed, overdue amounts including, without limitation, all court costs and attorneys' fees incurred by Spirion. Fees due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

3.4 Taxes. The Fees and other charges do not include any applicable sales, use, and other taxes (including value added tax) and all applicable export and import fees, customs duties and similar charges, and Customer will also be responsible for the payment of all such taxes (other than taxes based on Spirion's income), fees, duties, and charges, and any related penalties and interest, which will be above and beyond, and in addition to, the Fees, arising from the payment of the Fees and from the delivery of the Services to Customer, whether such taxes are assessed before or retroactively following the issue of any invoice by Spirion. If Customer is required

by law to deduct or withhold any tax or other amount from any sum payable to Spirion, then the sum payable by Customer will be increased to the extent necessary to ensure that after such tax or other amount has been deducted, withheld or paid, Spirion receives on the due date and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to what it would have received and so retained had no such deduction, withholding or payment been required or made.

4. CONFIDENTIAL INFORMATION.

4.1 Disclosure of Confidential Information.

Neither party may use or disclose any Confidential Information of the other party, except on a need-to-know basis for purposes of performing its obligations under this Agreement. This Agreement and its terms are Confidential Information. Disclosure of Confidential Information to employees of the parties hereto will be limited to those who have a need to know such information in connection with carrying out the obligations of the applicable party pursuant to this Agreement. Customer acknowledges that all parts of the Services are the Confidential Information of Spirion and/or Spirion's licensors, and Customer agrees to treat such information as Confidential Information in accordance with the terms of this Agreement. A "party" (as used in this Section 6) will be deemed to include each party's respective subsidiaries, affiliates and sister companies or any other organization in which such party has an ownership stake or over which such party can exert control, and each such party will cause its parties observe the confidentiality requirements of this Agreement with respect to the information disclosed by the other party under this Agreement. The receiving party will only allow its independent contractors to receive the Confidential Information if such contractors execute nondisclosure agreements with, or are otherwise contractually bound to, Confidential Information restrictions no less protective than those of this Agreement; provided that the receiving party will not under any circumstances provide access to such Confidential Information to competitors of Spirion.

4.2 Legally Required Disclosures. If a receiving party is presented with legal process under which it

could be legally compelled to disclose any Confidential Information of the disclosing party (whether by oral question, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or by rule, regulation or other applicable law), such receiving party will promptly notify the disclosing party of the same before any disclosure is made so that the disclosing party may, at its discretion, seek a protective order or other appropriate remedy or may waive compliance with the confidentiality terms of this Agreement. If such protective order or other remedy is not obtained, or if the disclosing party waives compliance with the provisions hereof, then only that portion of the Confidential Information that it is legally required to be disclosed (as advised by a written opinion of counsel) may be disclosed.

4.3 Exclusions to Confidential Information. For purposes of this Agreement, "Confidential Information" will not include information or material which (a) enters the public domain (other than as a result of a breach of this Agreement); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of Confidential Information; or (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party. Section 7 of this Agreement and any business associate agreement Customer requires Spirion to execute will govern all use and protection of Customer Data.

4.4 Duration and Injunctive Relief. The confidentiality obligations set forth in this Section 4 will continue indefinitely following termination or expiration of this Agreement for as long as the Confidential Information remains a trade secret under applicable law and will continue for three (3) years following termination or expiration of this Agreement with respect to Confidential Information that does not rise to the level of a trade secret. The receiving party acknowledges that disclosure of any Confidential Information or a trade secret by it or its employees will give rise to irreparable injury to the disclosing party or the owner of such information and that such injury will not adequately be compensated for by damages. Accordingly, the disclosing party will be entitled to seek equitable relief, including injunctive relief and specific performance against the

breach or threatened breach of the undertakings in this Section 4, in addition to any other legal remedies which may be available.

5. CUSTOMER DATA AND SECURITY.

5.1 Customer Data Generally. Customer is the sole and exclusive owner of all Customer Data and all Intellectual Property Rights in the Customer Data. Customer Data may include Personally identifiable information (“PII”). In the event Customer provides Spirion with PII, the terms of the Data Protection Addendum set forth in Schedule D will apply in addition to this Section 5. Customer assumes full responsibility to safeguard against unauthorized access and provide appropriate protection of its Customer Data prior to and during the transmission or transfer of its Customer Data to Spirion.

5.2 Spirion Information Security Protocols. Spirion will employ security measures in accordance with Schedule D.

5.3 Customer Information Security Protocols.

Customer has and will retain sole responsibility for: (a) all Customer Data, including permissions to collect, store, process, and transfer Personal Data to Spirion; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer’s and its Authorized Users’ Access Credentials; and (e) all access to and use of the Services and Spirion Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users’ Access Credentials, with or without Customer’s knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

5.3 Data Backup. The Services do not replace the need for Customer to maintain regular data backups or

redundant data archives. SPIRION HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

6. PROFESSIONAL SERVICES.

6.1 Professional Services Generally. Spirion will provide Customer any of the following Professional Services: implementation, training, support and maintenance in excess of that provided under Schedule C, and transitional services, subject to a Statement of Work (“SOW”) (Schedule E).

6.2 Statements of Work. Each SOW shall be incorporated into and subject to this Agreement.

6.3 Work Product. Any work product of the Professional Services shall remain the property of Spirion, and shall be licensed to Customer for its use exclusively in connection with the Services and for no other purpose.

7. CUSTOMER SUPPORT SERVICES AND SLAs.

7.1 Customer Support Services. Spirion will provide the Customer Support Services set forth in Schedule C. Spirion may update this Schedule from time to time upon notice to Customer by providing at least six months of prior written notice. Customer’s continued use of the Services following notice of such changes will constitute Customer’s acceptance of the same.

7.2 SLAs. Spirion will provide the Services in accordance with the service levels set forth in Schedule C.

8. WARRANTY AND DISCLAIMER.

8.1 General Warranty. Each party represents and warrants that it is not subject to any agreement that would prevent it from complying with this Agreement. Spirion represents and warrants that it will comply with all applicable laws and regulations relating to its performance of the Services under this Agreement.

8.2 Professional Services Warranty. Spirion warrants that the Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry

practices. For any breach of this services warranty, Customer's exclusive remedy and Spirion's entire liability will be the re-performance of any such deficient Spirion Professional Services. In order to claim a breach of this Professional Services warranty, Customer must identify in a written notice to Spirion any deficiencies in such Professional Services within ninety (90) days of the completion of such deficient Professional Services in order to receive the above warranty remedies.

8.3 Customer Warranty. Customer represents and warrants that Customer is authorized to provide Spirion with the Customer Data, and that Spirion is authorized to use such Customer Data solely for the purpose of providing the Services. Customer also represents and warrants that it will (a) maintain and update an industry standard anti-virus program within its own computer systems and (b) to use commercially reasonable efforts require its employees to check attachments to e-mail messages that its employees receive before saving such attachments to Customer's hard drives or servers.

8.4 DISCLAIMER. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SPIRION, ITS AFFILIATES, LICENSORS OR SUPPLIERS, NOR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, SYSTEM AND SPIRION SERVICES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE. SPIRION DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE, SYSTEM OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES USE SEARCH ALGORITHMS TO IDENTIFY SENSITIVE DATA

WITHIN THE CUSTOMER DATA, BUT ARE NOT GUARANTEED TO FIND EVERY OCCURRENCE OF SENSITIVE DATA. CUSTOMER ACKNOWLEDGES THAT USING THE SERVICES, EVEN AS DIRECTED, DOES NOT GUARANTEE COMPLIANCE WITH ANY PARTICULAR LAW, REGULATION, STANDARD, OR BEST PRACTICE, EACH OF WHICH SPIRION EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT OF THE LAW. SPIRION SHALL NOT BE LIABLE UNDER ANY THEORY FOR CUSTOMER'S VIOLATION OR BREACH OF ANY LAW, REGULATION OR STANDARD, EVEN IF SUCH VIOLATION OR BREACH INVOLVED CUSTOMER'S USE OF THE SPIRION SERVICES.

9. INDEMNIFICATION.

9.1 Spirion Indemnity. Spirion will indemnify, defend, and hold Customer, its individual directors, officers, employees and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim that the Services or Customer's permitted use thereof infringes or violates any third party's valid U.S. patent, copyright or trade secret ("**IP Claim**"). If in Spirion's reasonable judgment any such IP Claims, or threat of an IP Claim, materially interferes with Customer's use of the Services, Spirion will consult with Customer, and Spirion will have the option, in Spirion's sole discretion, to (a) substitute functionally equivalent non-infringing services or documentation, (b) modify the Services to make it non-infringing, or (c) obtain for Customer at Spirion's expense the right to continue using the infringing Services; or, if the foregoing is not feasible in Spirion's sole discretion, Spirion will (d) require Customer to cease using the Services, refund a pro-rata portion of the Fees (as defined in the Order Form at Schedule B) for the Services for such period of time in which Customer was unable to use the Services. Spirion will have no indemnity obligation for claims of infringement resulting or alleged to result from (i) any combination, operation, or use of any software with any programs or equipment not supplied by Spirion or not specified in this Agreement for such purpose if in Spirion's reasonable judgment such infringement would have been avoided by the combination, operation, or use of such software with

items supplied by Spirion or specified in this Agreement for such purpose; (ii) inclusion of Customer Data; (iii) any modification of the Services by a party other than Spirion if such infringement would have been avoided in the absence of such modifications; or (iv) the use of the Services in a manner other than for its intended purposes or contrary to the Specifications. This Section 9.1 states Spirion's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

9.2 Customer Indemnity. Customer will indemnify, defend, and hold Spirion, its individual directors, officers, employees, representatives, and agents, harmless from and against any claims, actions or proceedings, arising out of any third-party claim: (a) resulting from Customer's improper use of the Services; or (b) that the Customer Data or Customer's transmission to Spirion or Spirion's hosting or Processing thereof infringes or violates the rights of such third party or violates applicable law.

9.3 General. The defense and indemnification obligations set forth in this Section 9 are conditioned upon (i) the indemnified party providing the indemnifying party timely notice of any claim or cause of action upon which the indemnified party intends to base a claim of indemnification hereunder, (ii) the indemnified party providing reasonable assistance and cooperation to enable the indemnifying party to defend the action or claim hereunder; and (iii) allowing the indemnifying party to control the defense and all related settlement negotiations; provided that the indemnifying party may not settle any claim that results in the indemnified party's liability and the indemnifying party will be required to consult with the indemnified party during any settlement discussions.

10. LIMITATION OF LIABILITY.

10.1 LIMITATION OF REMEDY. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR ITS CONTRACTORS, LICENSORS OR SUPPLIERS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES

FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL STATEMENTS OF WORK, ORDER FORMS, OR AMENDMENTS THERETO, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF OR INCLUDING DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, REGULATORY FINES, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, SOFTWARE PROGRAM, OR DATA, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO SUCH PARTY AND REGARDLESS OF WHETHER SUCH PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

10.2 MAXIMUM LIABILITY. EXCEPT (I) FOR THE RECOVERY OF SUMS DUE UNDER THIS AGREEMENT, (II) AS PROHIBITED BY LAW OR (III) FOR CLAIMS ARISING UNDER SECTIONS 1.1 – 1.3(A), 4, 9.1 AND 9.2, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR ANY DAMAGES TO THE OTHER, ANY OF ITS AFFILIATES, OR TO ANY THIRD PARTY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVER EXCEED THE ACTUAL FEES RECEIVED BY SPIRION UNDER THIS AGREEMENT FOR THE PORTION OF THE SPIRION SERVICES GIVING RISE TO SUCH CLAIM DURING THE PRECEDING TWELVE (12) MONTH PERIOD.

11. TERM AND TERMINATION.

11.1 Term and Renewals. The initial term of this Agreement will be as set forth in the Order Form (the "**Initial Term**"), unless earlier terminated in accordance with this Section 11. The Initial Term will automatically renew for successive one year periods commencing on the anniversary of the Effective Date of the Initial Term (each a "**Renewal Term**"; the Initial Term and all Renewal Terms are collectively referred to as the "**Term**"), unless either party notifies the other on or before ninety (90) days prior to the end of the then-current Term.

11.2 Termination for Breach. In the event that either party materially defaults in the performance of any of its duties or obligations under this Agreement and does not substantially cure such default, or commence a cure, within thirty (30) days after being

given written notice specifying the default, the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement. Spirion may, by written notice to Customer, terminate Customer's right to use the Services without liability to Customer, if Customer fails to pay the applicable Fees for the Services as set forth in the Order Form Schedule B within thirty (30) days after Spirion gives Customer notice of such nonpayment. Any such suspension or termination of access to the Services does not relieve Customer from paying any past due amounts and any amounts due Spirion through the expiration date of this Agreement.

11.3 Effect of Termination. Within thirty (30) days (or earlier upon Spirion's reasonable written request) after the effective date of a termination of this Agreement for any reason, Customer will (i) pay Spirion for all Services performed by Spirion up to the effective date of such termination and all other amounts owed by Customer to Spirion under this Agreement including, but not limited to, all Fees owed by Customer as of the effective date of termination according to the payment schedule set forth in the Order Form, regardless of the date of termination; and (ii) destroy or return to Spirion all Spirion property, including, but not limited to all Spirion Content, Documentation and Confidential Information. Upon the destruction or return of such materials, Customer will provide Spirion with a signed written statement certifying that it has destroyed or returned all Spirion property to Spirion. Upon termination of this Agreement for any reason, all rights and licenses granted by Spirion hereunder to Customer will immediately cease.

11.4 Return of Customer Data. For up to thirty (30) days after the Term of this Agreement, when requested in writing by Customer, Spirion will deliver, or make available, electronic files containing all available Customer Data. Thirty (30) days following termination of this Agreement, all Customer Data in the System will no longer be available and will be purged from the System.

11.5 Survival. Termination of this Agreement will not affect survival of the provisions regarding either party's treatment of Confidential Information, provisions relating to the payments of amounts due

that have accrued prior to termination, indemnity provisions, provisions limiting or disclaiming the party's liability, or the provisions on termination, which provisions will survive such termination.

12. DISPUTES.

If at any time a dispute arises out of or in connection with this Agreement or any part thereof (*e.g.*, a SOW), then Spirion and Customer will have their respective Project Managers meet in good faith with a view to resolving the dispute within a period of fifteen (15) Business Days from the day the dispute first arises. Should the parties not be able to resolve the dispute within the fifteen (15) Business Days, then both parties will refer the matter to their own appropriate level of senior executive management respectively for resolution. If the relevant senior executive management of Spirion and Customer are unable to resolve the dispute within a further ten (10) Business Day period, then the parties will attempt to settle the dispute through discussions between each parties' respective Chief Executive Officer. In the absence of an amicable resolution within fifteen (15) Business Days from the meeting of the respective Chief Executive Officers in accordance with the conditions set forth in this Section 12, the dispute may then be submitted to the appropriate courts having jurisdiction over the matter as governed by Section 13.6. Nothing in this Agreement will prevent either party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive or other emergency or interim relief in relation to its Intellectual Property Rights or Confidential Information.

13. GENERAL.

13.1 Marketing. Customer agrees to permit Spirion's reasonable reference to Customer's status as a user of the Services, including captioned quotations in product literature or advertisements, websites, articles, press releases, marketing literature, presentations and the like and occasional use as a reference for potential new users.

13.2 Force Majeure. Neither Spirion nor Customer will be liable to the other for any delay or failure to perform (other than a failure to pay monies due under this Agreement) arising out of causes beyond its reasonable control including, but not limited to, riots,

epidemics, severe weather, acts of the other party, fire, flood, terrorism, war, acts of the enemy, embargoes or work stoppages, labor disputes or strikes. Spirion and Customer will notify each other promptly upon learning of any event that may result in any delay or failure to perform. If the force majeure event occurs and continues to prevent substantial performance for more than thirty (30) days, the other party has the right to terminate this Agreement.

13.3 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (1) Terms and Conditions, excluding its schedules; (2) the Order; (3) the Schedules, (4) any PSA, and (5) any SOW.

13.4 Assignment. Except as otherwise set forth in this Agreement, this Agreement and all rights and obligations may not be assigned (by operation of law or otherwise) in whole or in part by Customer, and any such attempted assignment will be void and of no effect; provided, however, that either party hereto will have the right to assign this Agreement to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party upon written notice to the non-assigning party. This Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by this Agreement. There are no third-party beneficiaries of this Agreement and, in particular but without limiting the generality of the foregoing, no target or actual customers, or potential or actual employees of Customer or any Customer affiliate will have any legal rights or entitlements of any kind hereunder under any circumstances.

13.5 Waiver and Invalidity. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will be valid and enforceable to the fullest extent permitted by applicable law.

13.6 Choice of Law. This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Florida and any applicable federal laws of the United States of America, as from time to time amended and in effect. Each party agrees that any claim or cause of action whether in law or equity, arising under or relating to this Agreement may be brought in a court of appropriate jurisdiction in the State of Florida. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement or the parties hereto. The parties hereby agree that their respective rights and obligations hereunder will be solely and exclusively as set forth herein and that UCITA, whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and is hereby disclaimed.

13.7 Counterparts. This Agreement and any SOW may be executed in any number of counterparts, each of which will be deemed an original but all of which together will be deemed for all purposes to constitute one and the same instrument. Signatures transmitted and received via email will be treated as original signatures for all purposes of this Agreement.

13.8 Government Entities. The Software and Documentation may be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.72 et. seq. and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying Documentation by the United States Government

shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

13.9 Sanctions; Export Controls. Spirion's obligations under this Agreement are subject to the condition that the fulfillment of such obligations are not prohibited by applicable Economic Sanctions Laws or US export control laws. Customer represents and warrants that neither Customer, any Customer Affiliate or any Customer Personnel is (A) included on a Sanctions List or otherwise a target of any Economic Sanctions Laws, (B) directly or indirectly owned or controlled by any Person included on a Sanctions List or otherwise a target of any Economic Sanctions Laws, (C) located, organized or resident in a country or territory that is, or whose government is, the target of any Economic Sanctions Laws, (D) on the Denied Persons List, the Entity List or any similar list maintained by the US Department of Commerce that implements restrictions or prohibitions arising out of US foreign trade and customs requirements, embargoes or sanctions, or (E) to Customer's knowledge, the subject of any investigation by a US governmental entity for violation of Economic Sanctions Laws or US export control laws. If the preceding sentence becomes untrue in whole or in part for any reason during the Term, Customer agrees to notify Spirion promptly and will provide detailed related information to Spirion.

Customer agrees not to act in any manner that would reasonably be expected to result in a violation by Spirion of any Economic Sanctions Law (including using its relationship with Spirion or the Software to facilitate any activities of or business with any Person that is, at the time of such facilitation, on any Sanctions List).

The Software may be, or may become, subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Customer will not directly or indirectly (whether separately or as part of a system), export, re-export, or release the Software or any technical information relating to the Software to, or make the Software or such technical information accessible from, any country,

jurisdiction or Person to which export, re-export, or release is prohibited by applicable laws (including US export control laws) or which would require Spirion to be in violation of such laws in the absence of a license. Customer will at its sole expense comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software or technical information relating to the Software available outside the US, and will provide a copy of such licenses or approvals to Spirion upon request.

Customer will fully cooperate with Spirion to confirm or achieve compliance with any Economic Sanctions Laws or US export control laws, and will provide to Spirion promptly upon request any documents that are reasonably related to such compliance (including end-user certificates and affidavits).

13.10 Notices. Any and all notices permitted or required to be given hereunder will be deemed duly effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next Business Day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Each such notice must be sent to the respective party at the addresses indicated on the signature page. Notice to Spirion must include a copy to: legal@spirion.com.

Schedule A

Definitions

- 2.1 **“Access Credentials”** means the username, password, active directory authentication, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.
- 2.2 **“Authorized Users”** means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
- 2.3 **“Business Day”** collectively means Monday through Friday of each week, other than days on which banks in New York, New York, U.S.A, are closed for banking and any other date designated by Spirion as a company holiday (taking into account that different holidays may be recognized on different days each year);
- 2.4 **“Confidential Information”** means any information or material in tangible or intangible form that: (i) is confidential and proprietary to the disclosing party, possesses an element of value to the disclosing party, is not generally known to the disclosing party’s competitors, and would damage the disclosing party if disclosed; or (ii) the disclosing party obtains from any third party and which the disclosing party treats as proprietary whether or not such information or material is owned by the disclosing party;
- 2.5 **“Customer Affiliate”** means any entity controlling, controlled by, or under common control with Customer, where the root word “control” means (i) owning forty percent or more of an entity’s voting securities, partnership interests, membership interests or the like, (ii) having the right to appoint forty percent or more of an entity’s Board of Directors or similar governing body or (iii) having the right to forty percent or more of the profits of an entity or forty percent or more of the assets of an entity upon dissolution.
- 2.6 **“Customer Data”** means information, data, and other content, in any form or medium, that is received, directly or indirectly from Customer or an Authorized User by or through the Services, or that incorporates or is derived from the Processing of such data by the Services, namely, the data delivered in Reports. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.
- 2.7 **“Customer Personnel”** means, with regard to any Customer Affiliate, the officers, directors, agents, representatives, contractors and employees of that entity, collectively and individually.
- 2.8 **“Customer Systems”** means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
- 2.9 **“Deliverables”** means those Services detailed in a Statement of Work.
- 2.10 **“Derivative Works”** means any suggestions, contributions, enhancements, improvements, modifications or changes to the referenced materials.
- 2.11 **“Documentation”** means the user documentation and any other operating, training, and reference manuals relating to the use of the Services, as supplied by Spirion to Customer, as well as any Derivative Works thereto;
- 2.12 **“Economic Sanctions Law”** means any statute, law, ordinance, regulation, rule, code, governmental order, executive order, guidance or other requirement or rule of law that imposes economic sanctions and trade embargoes and is administered by OFAC or any successor US governmental entity and, if Licensee is a business organized outside of the United States, such laws in the country of organization of Licensee.
- 2.13 **“Intellectual Property Rights”** means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, trademarks, service marks, URLs, trade dress, brand features, know-how, moral rights, contract rights, code (executable, source and other) and similar rights of any type under the laws of any applicable governmental authority, or international treaty, including, without limitation, all applications and registrations relating to any of the foregoing;

- 2.14 **“Order Form”** means the initial order form set forth in Schedule A as well as subsequent order forms, which will serve as the mechanism by which Customer may purchase additional Services following the Effective Date that incorporates the terms and conditions of this Agreement;
- 2.15 **“Permitted Use”** means any use of the Services by an Authorized User for the purpose of discovering, classifying, and monitoring, certain Sensitive Data located on servers and devices within Customer Systems.
- 2.16 **“Person”** means any individual, corporation, limited liability company, partnership, association or other entity.
- 2.17 **“Personal Data”** means (i) that subset of Customer Data that relates to or can be attributed to an identified or identifiable natural person and/or (ii) information concerning an identified or identifiable natural person that is protected by applicable laws.
- 2.18 **“Process”** means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content, including but not limited to receive, store, organize, evaluate, analyze, sort, anonymize, process, retrieve, transmit, or otherwise use. **“Processing”** and **“Processed”** have correlative meanings.
- 2.19 **“Professional Services”** means the services provided by Spirion for Customer pursuant to a Statement of Work (Schedule E).
- 2.20 **“Reporting”** means the part of the reports regarding the processing of the Customer Data by the Services (“Reports”).
- 2.21 **“Resultant Data”** means data and information related to Customer’s use of the Services that is used by Spirion in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- 2.22 **“Sanctions List”** means the “Specially Designated Nationals and Blocked Persons List”, the “Consolidated Sanctions List” and any other list that is not included in the forgoing lists that identifies targets of Economic Sanctions Laws and is maintained by OFAC or any successor US governmental entity.
- 2.23 **“Sensitive Data”** means the categories of data, including but not limited to Personal Data, to be identified by the Services, as selected by Customer, such as Social Security number or credit card number.
- 2.24 **“Services”** means the software-as-a-service offering(s) listed on the Order Form. Each offering discovers Sensitive Data within the Customer Data provided by Customer to Spirion, and delivers Reports requested by the Customer;
- 2.25 **“Specifications”** means the specifications set forth in the Documentation;
- 2.26 **“Spirion Materials”** means the Services, Specifications, Documentation, and Spirion Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technology in the hosting servers and inventions, including the Spirion user interface, any deliverables, technical or functional descriptions, requirements, plans, or reports (including the look and feel of Reports), that are provided by or used by Spirion in connection with the Services or otherwise comprise or relate to the Services or Spirion Systems. For the avoidance of doubt, Spirion Materials include Resultant Data and any information, data, or other content derived from Spirion’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.
- 2.27 **“Spirion Server”** means any server used by Spirion to provide the Services, including Microsoft Azure cloud servers that Spirion currently uses to provide the Service;
- 2.28 **“Spirion Services”** means the collective reference to all services Spirion performs for Customer under this Agreement and includes without limitation, any Professional Services provided under an SOW;
- 2.29 **“Spirion Systems”** means the information technology infrastructure used by or on behalf of Spirion in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Spirion or through the use of third-party services.
- 2.30 **“Term”** has the meaning set forth in Section 13.1 of this Agreement.
- 2.31 **“Third-Party Materials”** means materials and information, in any form or medium, including any open source or other software, documents, data, content, specifications, products, equipment, or

components of the Services that are not proprietary to Spirion.

Schedule B
Order Form

Schedule C

Customer Support Services and SLAs

Schedule D

Data Privacy and Security Addendum

Schedule E
Professional Services SOW

SPIRION SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of _____ [DATE] ("Effective Date"), by and between SPIRION, LLC, a Delaware Limited Liability Company with its principal place of business at 200 Central Ave., Suite 1900, St. Petersburg, FL 33701 ("Spirion"), and _____ [NAME], its affiliates, employees, contractors or agents ("Licensee"), a _____ [CORPORATE TYPE] with offices at _____ [ADDRESS] (each a "Party" and sometimes jointly referred to herein as the "Parties") and sets forth the terms and conditions under which Spirion will license the Licensed Products to Licensee.

WHEREAS, Spirion desires to license the Software identified on a License Quote to Licensee; and

WHEREAS, Licensee desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **The Software and Data.** The Parties agree and understand that the Spirion Software is a tool to discover, segregate, and encrypt certain data on Licensee Devices per Licensee's instructions. The Software is to be installed and maintained on-premises on Licensee's computer systems. The Licensee decides which types of Licensee Data it wishes to discover on its devices, for example, credit card numbers. The Software does not transmit Licensee Data to Spirion.

2. **Definitions.**

"Authorized Technical Contacts" means the two representatives of the Licensee who are authorized to receive communication from Spirion regarding the Licensed Products or this Agreement.

"Device" means an electronic device owned or leased by Licensee or an Employee which is capable of executing the Software program.

"Defect" means the failure of the Software to substantially conform to the Documentation, when such failure can be reproduced and documented by Spirion.

"Documentation" means product user guides (at URL: www.spirion.com/support/user-guides) relating to the Software that Spirion provides or makes available to Licensee which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software.

"Employee" or means an employee or authorized contractor of the Licensee whose job functions require the individual to access or store data on one or more Devices.

"Intellectual Property Rights" means all rights in and to any of the following, however constituted: trade secrets, patents, copyrights, service marks, trademarks, domain names, trade dress, know-how, moral rights, code (executable, object and other) and related and similar rights under the laws of any applicable governmental authority or international treaty, including but not limited to all applications and registrations relating to the foregoing.

License Types:

"Lifetime License" means a license to use the current version of the Software and Documentation in perpetuity. The Lifetime License does not include Maintenance or Support, but Licensee may purchase Maintenance and Support on an annual basis.

"Annual License" means a license to use the Software and Documentation for a Term of one year. It includes any Maintenance Releases released during the Term and Support.

"Licensee Data" means any data stored on Devices, not including Usage Data.

“**License Quote**” means the Spirion document presented to Licensee that lists the Term, fees, licensed Software, and any Maintenance and Support.

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“**Support**” is defined in Section 7.

“**Supported Platforms**” means the operating systems that Spirion provides Support for.

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“**Usage Data**” means records of how Licensee is using the Software.

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3. License Quotes. Each License Quote or purchase order executed by the Parties shall be incorporated into this Agreement and considered an addendum hereto (“Addenda”). In the event of any conflict between the terms of this Agreement and the terms of an Addendum, the terms of the Agreement shall govern, unless the Addendum expressly identifies the provision of this Agreement it supersedes.

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- (e) bypass or breach any security device or protection used for or contained in the Software or Documentation;
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4.6 Licensee may use the Software to search the data only on the Devices of the number of Employees authorized by this Agreement. If an Employee leaves the employment of or engagement with the Licensee, Licensee may reallocate the use of the Software to include another Employee.

5. **Delivery.** Spirion shall deliver license keys or activation codes to Licensee within ten (10) days of the Effective Date. Licensee shall be responsible for the security of all access credentials.

6. **Maintenance.** During the Term, to the extent Licensee has purchased Maintenance, Spirion will provide Licensee with all Maintenance Releases (including updated Documentation) that Spirion may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Spirion to Licensee are deemed Software. Licensee will install all Maintenance Releases as soon as practicable after receipt. Licensee does not have any right hereunder to receive any New Versions of the Software that Spirion may, in its sole discretion, release from time to time. Licensee may license any New Version at Spirion's then-current list price and subject to a separate license agreement, provided that Licensee is in compliance with the terms and conditions of this Agreement.

7. **Support.** During the Term, to the extent Licensee has purchased Support, Spirion shall offer Support on the then current general release of the Software, as well as the most recent Maintenance Releases to the prior general release. "**Support**" means:

- (a) Email or Website service ticket support service from 9:00 AM - 5:00 PM (Eastern Time), Monday through Friday except public holidays. Directions for submitting support requests can be found at <http://support.spirion.com>. Tickets may be opened only by Authorized Technical Contacts.
- (b) Spirion's efforts to correct Defects in the then-current release of the Software.
- (c) Support shall not include on-site services.

With sixty (60) days' advance written notice, Spirion may change its Support policy from time to time provided that Support features and services are not reduced.

8. **Payment.** Licensee agrees to pay Spirion all applicable Fees set forth in the License Quote, on the schedule (if any) stated in the License Quote. Payment is due in U.S. dollars, thirty (30) days after invoice date.

8.1 Fees do not include any taxes. Licensee is responsible for all taxes imposed by any governmental authority, other than any taxes on Spirion's income.

8.2 Licensee shall pay Spirion a late charge of the lesser of 3% per month or the highest amount permitted by applicable law on all payments past due. Licensee shall reimburse Spirion for all costs incurred by Spirion in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. If such failure continues for thirty (30) days following written notice thereof, Spirion may: (i) disable Licensee's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement under Section 10.1.

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9.1 The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software. Licensee shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection. No more than once annually and with no fewer than ten (10) business days' advance written notice, Spirion may audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement. Spirion shall conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with Licensee's business operations. If the audit determines that Licensee's use of the Software exceeded the usage permitted by this Agreement by more than 5%, Licensee shall pay to Spirion all amounts due for such excess use of the Software, plus interest on such amounts, as calculated pursuant to the applicable License Quote. If the audit determines that such excess use equals or exceeds 10% percent of Licensee's permitted level of use, Licensee shall also pay to Spirion all reasonable costs incurred by Spirion in conducting the audit. Licensee shall make all payments required under this Section 9.1 within thirty (30) days of the date of written notification of the audit results.

9.2 Spirion reserves the right to remotely disable the Software if it reasonably and in good faith suspects gross abuse or fraud by Licensee, and has attempted to notify Licensee, and the Licensee has not cured the abuse or fraud within thirty (30) days.

10. **Term, Renewal, and Termination.**

10.1 Term. This Agreement shall begin on the Effective Date shall remain in effect for the term stated in each Addenda until it expires or is terminated in accordance with this Agreement ("**Term**"). Either Party shall have the right to terminate this Agreement as to all Addenda or only the applicable Addendum in the event the other Party commits a material breach of any provision of this Agreement ("**Breach**") which remains uncured after thirty (30) days' written notice, or in accordance with any other provisions of this Agreement expressly giving rise to a right of termination. Spirion may terminate this Agreement, effective immediately, if the Licensee (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

10.2 Renewal. Annual Licenses, Maintenance, and Support, will automatically renew unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and, collectively, together with the initial Term, the "**Term**").

10.3 Effect of Termination and Expiration. Upon termination of this Agreement resulting from an uncured Breach by Spirion, Spirion agrees to refund to Licensee any unused Fees (as applicable), pro-rated on a 12-month term. Upon expiration or termination of this Agreement for any reason, Licensee shall remove and destroy all copies of the Software installed on all Devices, and remove and destroy all copies of the Documentation in its possession. Licensee shall direct all Employees with a copy of the Software installed

on a personally owned Device, if any, to remove and destroy such Software and remove and destroy all copies of the Documentation in such Employees' possession.

10.4 **Survival.** The provisions set forth in the following sections, and any other right, obligation or provision under this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 10, 12, 14, 15, and 16.

11. **Public Announcements.** Spirion may identify Licensee by name and/or logo to the public as a customer of Spirion. Spirion may also issue one or more press releases announcing Licensee's execution of this Agreement and the implementation of the Software. Spirion may also publicly issue a case study describing Licensee's use of the Software.

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13. **Warranties and Disclaimers.**

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14.2 **Indemnification by Licensee.** Licensee shall indemnify, hold harmless and defend Spirion, its affiliates, and their respective officers, directors, employees, managers, advisors, agents, and attorneys, harmless from and against any claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising out of any claim, suit or proceeding brought by a third party regarding (a) the use of the Licensed Products in a manner not expressly permitted under this Agreement; or (b) Licensee's breach of this Agreement. Spirion agrees to notify Licensee of any such claim promptly in writing, tender the defense to Licensee and to allow Licensee to manage, control, and/or settle the proceeding, provided that Licensee will not settle such claim or related action in a manner that imposes any obligation on Spirion without the prior written consent of Spirion (which consent will not be unreasonably withheld). Spirion agrees to cooperate fully with Licensee during such proceedings.

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