

FINASTRA

Glia Terms and Conditions

1. ACCESS; LICENSE; RESTRICTIONS AND RESPONSIBILITIES

- 1.1. **Access to Customer Data and Glia Platform.** The Glia Platform may only be accessed by individuals who are authorized by Customer to use the Glia Platform and who have been supplied user identifications and passwords by Customer (“Users”). A User is defined as a named person with access to any production environment. Access level does not affect User licensing. Users are named and sharing of a User is not permitted. If a User is added by Customer, the User is billable to the annual renewal date starting on the day the User is added. Subject to the terms and conditions of this attachment, Glia hereby grants Customer a limited, nonexclusive, nontransferable, non- sublicensable right and license to access and use the Glia Platform during the applicable term solely for Customer’s internal use.
- 1.2. **Customer will not, directly or indirectly:** (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Glia Platform; (b) modify, translate or create derivative works based on any of the Glia Platform; (c) copy (except for archival purposes), rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Glia Platform; (d) use any of the Glia Platform for timesharing or service bureau purposes or (except as expressly permitted by the Glia Platform) otherwise for the benefit of a third party other than Users; (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Glia Platform or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (f) remove or obscure any proprietary notices or labels of Glia or its suppliers on the Glia Platform. Glia shall own and, except for the limited rights expressly granted herein, retain all right, title and interest in and to the Glia Platform and all improvements, enhancements or modifications thereto.
- 1.3. **Compliance and Cooperation by Customer.** Customer agrees to use the Glia Platform in compliance with all applicable laws and any written guidelines and/or policies provided by Glia. Customer shall be responsible for Users’ compliance with this attachment. Further, Customer will reasonably assist Glia (at Customer’s expense) in any data breach notification efforts that Glia may be forced to undertake as a result of Customer’s breach of this attachment. Although Glia has no obligation to monitor Customer’s use of the Glia Platform, Glia may do so and may prohibit any use of the Glia Platform it believes may be (or alleged to be) in violation of the foregoing.
- 1.4. **Feedback.** Customer hereby grants Glia a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, incorporate into and otherwise exploit in connection with the Glia Platform any suggestions, enhancement requests, recommendations, or other feedback by Customer, including Users, related to the Glia Platform.
- 1.5. **Customer Data.** Customer owns the electronic data or information submitted by Customer on the Glia Platform (the “Customer Data”). Customer hereby grants to Glia a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, right and license to copy, distribute, display and create derivative works of and use the Customer Data to perform Glia’s obligations under this attachment.
- 1.6. **Anonymous Meta-Data.** Customer hereby grants to Glia a non-exclusive, perpetual, irrevocable, worldwide, royalty- free, fully paid up, sublicensable right and license to copy, distribute, display and create derivative works of and otherwise use the meta data generated by the use of the Glia Platform provided that at all times such data is anonymized (i.e. no personally identifiable information including, without limitation, name, age, phone number and email address and no identification of the specific source of such data or other information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household) and so long as Customer’s meta data represents less than twenty percent (20%) of the annual aggregate meta data from all of Glia’s customers.
- 1.7. **Privacy.** In performing its obligations under this attachment, Glia shall (a) use commercially reasonable efforts to comply with all applicable privacy laws and regulations, (b) use commercially reasonable security measures to protect any information collected by Glia under this attachment about an identifiable person, including, but not limited to, name, age, phone number, and email address (“Personal Information”) from unauthorized access or use, (c) limit the use of Personal Information by Glia to the purposes specified herein and/or necessary to carry out Glia’s obligations under this attachment or as prescribed by applicable laws and/or regulations, and (d) notify Customer in writing promptly, but in any event, in less than 24 hours, upon becoming aware of any non-compliance with, or breach of, Glia’s obligations under this Section 1.7 or under applicable privacy laws and/or regulations, in which case Glia shall consult with Customer regarding the actions that it intends to take to remedy the breach and shall subsequently implement such actions as may be approved by Customer in writing in connection therewith, such approval not to be unreasonably withheld. Customer agrees to (a) use commercially reasonable measures to comply with all applicable privacy laws and regulations, and (b) make commercially reasonable measures to prevent transmitting to or storing any PCI (Personal Credit Card Information) data with Glia, including but not limited to. custom attributes, notes or utilizing Glia’s APIs.

2. CONFIDENTIALITY

Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use such Proprietary Information except to perform its obligations or exercise the rights granted to it hereunder. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of this attachment, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Upon the termination of this attachment, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and upon request to certify the return or destruction of all such Confidential Information and embodiments thereof, except with respect to Confidential Information covered by Section 1.6. Glia may collect and analyze data relating to the provision, use and performance of various aspects of the Glia Platform and related systems and technologies, and Glia will be free to (1) use such information and data (during and after the

Term hereof) to improve and enhance the Glia Platform and for other development, diagnostic and corrective purposes in connection with the Glia Platform and other Glia offerings, and (2) disclose such data in a manner that does not identify Customer in connection with its business.

3. WARRANTY DISCLAIMER

GLIA DOES NOT REPRESENT OR WARRANT (A) THAT ACCESS AND/OR USE OF THE GLIA PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE OR (B) AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE GLIA PLATFORM. OTHER THAN AS SET FORTH HEREIN, GLIA MAKES NO AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4. LIMITATION OF LIABILITY

OTHER THAN AS EXPRESSLY PROHIBITED BY LAW, AND EXCLUDING LIABILITIES ARISING OUT OF EITHER PARTY'S BREACH OF ITS OBLIGATIONS IN SECTION 2 (CONFIDENTIALITY) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ATTACHMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

OTHER THAN AS EXPRESSLY PROHIBITED BY LAW, GLIA'S CUMULATIVE, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ATTACHMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO FINASTRA IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CAUSE OF ACTION.